

HEALTH REFORM TOOLKIT SERIES
RESOURCES FROM THE MASSACHUSETTS EXPERIENCE

Effective Education, Outreach, and Enrollment Approaches for Populations Newly Eligible for Health Coverage

MARCH 2012

March 2012

This past spring, as the Patient Protection and Affordable Care Act (ACA) celebrated its first birthday, Massachusetts commemorated five years implementing and operating the Commonwealth's 2006 health reform law. Marking these milestones, the Blue Cross Blue Shield of Massachusetts Foundation, the Robert Wood Johnson Foundation, and the Commonwealth Health Insurance Connector Authority developed the *Health Reform Toolkit Series* to offer insight on key health reform topics to state leaders in the process of ACA implementation.

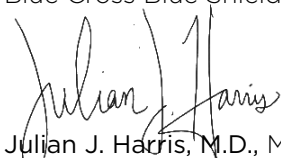
The *Health Reform Toolkit Series* is designed to share examples, templates, experiences, and lessons learned from Massachusetts' implementation of health reform to help other states plan, build, and implement elements of ACA. Each toolkit includes a written narrative "guide" as well as a variety of primary source documents: organizational structures, job descriptions, requests for proposals and quotations, and other work products from Massachusetts' health reform implementation experience. In particular, this toolkit, developed in partnership with the Executive Office of Health and Human Services, Office of Medicaid, offers ideas and resources to help states design and implement effective education, outreach, and enrollment approaches for populations newly eligible for health coverage.

We hope these toolkits are useful resources for a variety of health reform stakeholders, and we welcome your feedback. If you have thoughts on ways we can enhance the series, please contact the Blue Cross Blue Shield of Massachusetts Foundation at policy@bcbsmafoundation.org. If you would like more information from the Commonwealth Health Insurance Connector Authority on a particular implementation topic, please contact its Public Information Unit (Connector@state.ma.us). For more information from the Office of Medicaid, please contact the Health Care Reform Outreach and Education Unit (EHSOutreachandeducation@state.ma.us).

Sincerely,



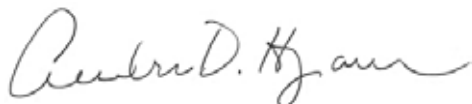
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Acknowledgments

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Partial support for this toolkit was provided by the Robert Wood Johnson Foundation.

The mission of the Blue Cross Blue Shield of Massachusetts Foundation is to expand access to health care. It focuses on collaborating with public and private stakeholders to develop measurable and sustainable solutions that benefit uninsured, vulnerable, and low-income individuals and families in the Commonwealth. The Foundation was formed in 2001 with an endowment from Blue Cross Blue Shield of Massachusetts. It operates separately from the company and is governed by its own Board of Directors.

About the Toolkit Series

The 2010 federal Patient Protection and Affordable Care Act (ACA) will extend health coverage to an estimated 32 million uninsured Americans once it is fully implemented. In drafting the ACA, Congress drew heavily from the successful state health reform initiative adopted by Massachusetts in 2006. Over the course of planning and implementation, Massachusetts officials, agency administrators, and multiple other health system stakeholders (e.g. consumers, employers, providers) encountered many of the issues, challenges, and opportunities that other states currently face in their ACA preparations.

This toolkit is one of a series designed to share experiences, materials, templates, and lessons learned from the Massachusetts process with other states as they engage in their own planning efforts. While state officials and agency staff are the toolkit's primary audience, other health care system stakeholders in the private, non-profit, and philanthropic sectors may find it useful in identifying ways they can support implementation. You can find this toolkit and others in the series online at www.bluecrossfoundation.org.

The focus of this toolkit is outreach and enrollment. It offers ideas and resources that may be useful as states plan and implement their own outreach and enrollment efforts, with a particular focus on those individuals and families who will be newly eligible for Medicaid or subsidized insurance coverage in 2014. Throughout the toolkit you will find references and links to specific examples of requests for proposals, education and training materials, data reporting templates, and other work products from Massachusetts' outreach and enrollment effort.

Understanding the Issue: The ACA and its Outreach and Enrollment Provisions

Achieving the ACA's promise will require states to reach the millions of people who will be eligible for—and required to enroll in—health coverage in 2014. Many of these individuals and families will have had little experience with health coverage, and a sizeable number will have limited English proficiency, low health literacy, or other limitations that make it difficult for them to make informed health plan choices. To complicate the task further, state economic, political, and policy environments vary with regard to publicly financed health coverage and, as a result, some states have limited outreach and enrollment infrastructure. In these places, state officials will have significantly more work to do to prepare for 2014.

The ACA anticipated outreach and enrollment challenges by allocating funding for two different, but related, programs. First, the law included an initial \$30 million in funding for a grant program, administered by the U.S. Department of Health and Human Services (HHS), to assist states in creating independent consumer assistance programs (CAPs). CAPs will assist individuals and families in understanding the individual mandate and help them obtain coverage by providing information, referrals, and enrollment assistance. CAPs also are tasked with helping consumers file and resolve complaints about their coverage. States are given significant flexibility in designing their CAP programs, including the option to subcontract some of the functions to non-governmental organizations.¹

¹ HHS awarded grants to 36 states, 35 of which chose to proceed. Most of those states' programs are already in operation and advising consumers on the ACA provisions that took effect on—or shortly after—passage. For more information, please go to: http://www.healthcare.gov/news/factsheets/capgrants_states.html.

Second, the ACA requires that state health insurance exchanges (Exchanges) provide funds to one or more non-governmental organization(s) or entity(ies) to function as “navigator(s).”² Among other things, navigators are required to raise consumer awareness of the availability of coverage through Exchanges and facilitate enrollment in health plans offered through Exchanges.

In addition to provisions related to outreach and enrollment, the ACA acknowledges the importance of post-enrollment support, especially for those who have limited experience with insurance or the health care system. It includes a number of initiatives that will assist the newly insured in accessing care and understanding how to use their coverage. Many of these initiatives will also promote wellness and prevention/reduction of chronic diseases.³

Background: Massachusetts’ Health Reform Law and its Education, Outreach, and Enrollment Efforts

More than 98 percent of Massachusetts residents are insured as a result of the state’s 2006 health reform. The law requires all adults to obtain health insurance coverage unless they can demonstrate that it is unaffordable. The law also provides premium subsidies for individuals who meet certain income eligibility requirements. To make coverage accessible to small business and to people who are ineligible for employer-based benefits, the law established a health insurance exchange—a kind of virtual marketplace through which they can purchase insurance that satisfies the mandatory coverage requirement.

The reform provisions most relevant to this toolkit are an expansion of Massachusetts’ Medicaid and Children’s Health Insurance programs (MassHealth), and the creation of Commonwealth Care, a program that connects eligible individuals with subsidized managed care plan coverage. Many of the activities undertaken to reach the populations newly eligible for coverage as a result of these initiatives have also been useful in reaching, educating, and enrolling the individuals who are eligible for unsubsidized insurance coverage offered through the Commonwealth Choice program.⁴

Developing an Education, Outreach, and Enrollment Effort: Lessons Learned from Massachusetts

This section of the Toolkit Guide describes the concrete steps Massachusetts took to implement an education, outreach, and enrollment effort. In developing their approach, state agency officials and staff were guided by two imperatives: 1) to build on—and leverage—existing functions, systems, and resources to the greatest extent possible and 2) to identify and utilize all available channels and “agents” in reaching eligible individuals and families.

2 [Section 1311\(i\) of ACA](#).

3 Discretionary Funding in the Patient Protection and Affordable Care Act, a report prepared for the Congressional Research Service <http://nacbhdd.org/content/CRS%20Rpt%20on%20Discretionary%20Funding%20in%20PPACA%209%202010.pdf>

4 Commonwealth Choice is the unsubsidized health insurance program for individuals who do not have access to coverage through an employer and for small businesses. The Commonwealth Health Insurance Connector Authority, which administers the program, reviews health plans offered by private insurance companies and approves plans that meet service and cost standards. It also assists residents and employers in choosing the plan that best meets their needs. For more information, please go to: <https://www.mahealthconnector.org/portal/site/connector/>.

Three strategies have been essential to Massachusetts' successful implementation of these aspects of health reform. These strategies are:

- Build an effective education, outreach, and enrollment infrastructure;
- Use multiple channels and vehicles to reach the uninsured; and
- Provide comprehensive technical assistance to outreach and enrollment “partners.”

While each state's unique political context and other environmental factors will determine how it approaches these tasks, the tools, templates, and examples provided here may be useful resources that can be adapted or modified to support those efforts.

BUILD AN EFFECTIVE OUTREACH AND ENROLLMENT INFRASTRUCTURE.

Implementing the new law required reaching, educating, and enrolling more than 400,000 uninsured Massachusetts residents. Some of these individuals had access to employer-sponsored insurance, and the individual mandate prompted them to enroll in it. A sizeable number, though, were eligible for Commonwealth Care and MassHealth.⁵ Thus, a critical first step was to ensure sufficient administrative and systems capacity to reach and enroll this population.

Strengthening administrative capacity: Massachusetts' health reform law allocated responsibility for administering the new coverage programs to two different public agencies. The Office of Medicaid is responsible for administering the MassHealth expansion, and the newly created Commonwealth Health Insurance Connector Authority (the Connector) is responsible for administering both Commonwealth Care and Commonwealth Choice and administering the state's health insurance exchange.⁶ With this division of labor, the two agencies share common goals: to publicize the new law as broadly as possible and to assist the uninsured in enrolling in coverage for which they are eligible. To accomplish these goals, the two agencies' staff work closely to maximize resources and leverage their respective expertise. They jointly promoted simplification of the application process and developed education and training programming, and they continue to collaborate on an outreach and enrollment grant program that provides information and enrollment assistance for all health reform-related coverage programs.

At the time of passage, the Office of Medicaid had some outreach capacity, but the volume of potential new recipients required significant scaling up. The legislature formalized that function through creation of the Health Care Reform Outreach and Education Unit (the Outreach Unit).⁷ The Outreach Unit, which has operated with a core staff of two employees from its inception,⁸ is tasked with:

- Managing and supporting an outreach and enrollment grant program provided for in the law;
- Managing and supporting training and technical assistance to organizations, institutions, and other entities engaged in education, outreach, and enrollment of individuals eligible for coverage in MassHealth and Commonwealth Care; and
- Coordinating and collaborating with other relevant state agencies around health care reform policies, messaging, and outreach activities.

5 Massachusetts Division of Health Care Finance and Policy, Health Care in Massachusetts: Key Indicators, May 2011. For more information, please go to: <http://www.mass.gov/eohhs/docs/dhcfp/r/pubs/11/2011-key-indicators-may.pdf>.

6 The Connector is the Massachusetts equivalent of the ACA's Health Insurance Benefit Exchange function.

7 Establishment of the Outreach Unit was formalized in the state's FY08 budget, which also appropriated \$200,000 to the Office of Medicaid for its operations.

8 The Outreach Unit does not have a separate budget; staff salaries and expenses are part of the Office of Medicaid budget.

(See [Appropriation Language Creating the Health Care Reform Outreach and Education Unit](#). See also [Office of Medicaid Director of the Health Reform Outreach and Education Unit Job Description](#).)

The Outreach Unit has successfully leveraged its in-house resources by utilizing an outside contractor to provide administrative support for some of its outreach, training, and technical assistance activities. In particular, a partnership with the Office of Community Programs, a subdivision of the University of Massachusetts Medical School, to provide these services has increased the efficiency and effectiveness of the outreach effort.⁹

For its part, the Connector was charged with developing and implementing a public education and marketing campaign that would 1) educate Massachusetts residents about their statutory obligation to obtain coverage and 2) disseminate effective messages about the importance of health insurance. Two other toolkits in this series describe development of that communications effort and design of the Connector's website. (See [Implementing a Successful Public Education & Marketing Campaign to Promote State Health Insurance Exchanges](#) and [Building an Effective Health Insurance Exchange Website](#).)

It also was responsible for designing and implementing the new Commonwealth Care and Commonwealth Choice programs. An initial decision was made to create separate but coordinated units for each program, in part because of the need to develop a broader range of outreach and education approaches for the Commonwealth Care population. (See [Commonwealth Health Insurance Connector Authority Director of Public Outreach and Communications for Commonwealth Care Job Description](#).)

Expanding systems capacity: An early implementation decision that had a significant positive impact on the enrollment process was the adoption of a single application for MassHealth and the new Commonwealth Care program. An individual can complete and submit a single application and the eligibility system will determine which program that person is eligible for. Once the appropriate program is identified, the potential enrollee is referred to the MassHealth or the Connector customer service function for assistance in selecting and enrolling in a participating health plan.

The adoption of a single application reflected a policy decision to enroll individuals in the most comprehensive plan for which they were eligible. It also addressed agency staff concerns that eligibility for MassHealth and Commonwealth Care would be fluid, affected by income fluctuations or other changes in household status. A single application offers a way to ensure a smooth transition for recipients between the two programs and, at the same

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The Unit's role is to actively consider what members, prospective members, and organizations assisting members may need to know about health coverage programs, and then develop mechanisms for making sure they get that information.

Carolyn Pitzi, Director, Health Care Reform Outreach and Education Unit, Office of Medicaid

⁹ A state and academic contractual partnership has been established between the Office of Medicaid and the Office of Community Programs at Commonwealth Medicine, a division of the University of Massachusetts Medical School, to perform administrative functions for the outreach grant program described subsequently, including meeting support for grantee-related meetings, operating the grantee reporting database, and providing web support. The Office of Community Programs is also contracted to perform functions related to training and technical assistance, including managing meeting logistics, organizing materials, and providing web support. These services are part of a master agreement between the Executive Office of Health and Human Services and the University of Massachusetts Medical School that encompasses a range of different consulting work.

Importance of an Effective Customer Service Function

Customer service is a key feature of outreach and enrollment infrastructure, and it is especially important in supporting compliance with the individual mandate. The Office of Medicaid's contracted customer service vendor operates a toll-free central call and support center for MassHealth applicants, recipients, and providers. Customer service representatives help recipients select and enroll in participating health plans and address recipient complaints and concerns. Additionally, representatives are trained to respond to inquiries from providers and the general public about MassHealth. The customer service function was recently expanded to include 24-hour self-service access for MassHealth applicants and recipients. They can obtain information about such things as case status, key eligibility dates, and health plan information through this automated system. Use of a customer service vendor has provided MassHealth with the flexibility to respond quickly to high call demand such as that experienced immediately post-reform.

time, reduces agency administrative burdens. Using a single application also eliminates the burden on applicants of having to determine which program they should apply for. (See the [Medical Benefit Request form](#).)¹⁰

The single application approach required retrofitting the state's existing electronic enrollment system—the Virtual Gateway—to include Commonwealth Care. The Virtual Gateway is an internet portal designed to provide community-based organizations and service providers with online access to state-administered health and human services programs for their clients. With appropriate training and web access, staff at these entities can complete and submit online program applications for their clients.

The Virtual Gateway has vastly simplified the “front end” of the application process for MassHealth and Commonwealth Care. It has, for example, reduced the rate of error that occurs when information from a paper application is entered into the system manually. The Virtual Gateway's greatest utility, from an outreach and enrollment perspective, is its availability to non-governmental entities throughout the state. The fact that people can apply for benefits within their communities and be assisted by community health workers with the relevant cultural and linguistic skills is credited with boosting the coverage rate to its current level.

Individual applicants cannot currently enroll in coverage on their own through the Virtual Gateway, but that will be changing to conform to ACA requirements. Individuals can, however, use an online tool to screen themselves for eligibility, and they also have access to a personal account page where they can view their current benefits and update changes in household status. Advocates have expressed concern, however, that, while the renewal process

Frequent — and Convenient — Training Opportunities Expand Enrollment Capacity

The Office of Health and Human Services offers two all-day Virtual Gateway user trainings each month in different locations around the state. It also provides an array of online resources to those users. Largely as a result of these frequent and accessible training opportunities and supports, there are more than 6,300 registered and trained individual Virtual Gateway users to date, operating in several hundred locations across the state. Since the Virtual Gateway's introduction in 2004 through early September 2011, 954,350 health program applications have been submitted through it. [Click here](#) for additional Virtual Gateway information, including metrics over time and Virtual Gateway screenshots.

¹⁰ The Medical Benefits Request Form is available in English and Spanish. For individuals requiring assistance in languages other than English or Spanish, a telephone language line is readily available to provide third-party interpretation services.

may be amenable to direct consumer access, the initial application process continues to present challenges for many eligible people, and particularly for those with complicated income histories and family configurations. They see a continuing need for some type of interpersonal intermediary support.

USE MULTIPLE CHANNELS AND VEHICLES TO REACH THE UNINSURED.

Reaching, educating, and enrolling hundreds of thousands of uninsured residents required the use of multiple channels and a variety of communications vehicles. It also required a high level of collaboration among state agencies, providers, state and local non-profit organizations, consumer health advocates, and participating health plans.

While one segment of the uninsured population had the resources to participate in employer-sponsored insurance or purchase it in the private market without a subsidy, the overwhelming majority was eligible for MassHealth or Commonwealth Care. Prior experience with public benefit programs suggested that this population was more likely to require individualized support in enrolling in coverage for reasons related to geography, language, immigration status, or chronic illness. This knowledge, in turn, informed the design of the outreach and enrollment effort.

Developing outreach materials: An important initial task was to develop materials that would describe requirements under the new health reform law and explain its various coverage options. The Office of Medicaid, the Connector, and other stakeholders all played a role in this effort. The Office of Medicaid quickly developed a notice that was mailed to the entire MassHealth membership describing the newly covered services. A second notice about the children's coverage expansion was mailed to families with children enrolled in the state-funded Children's Medical Security Program¹¹ notifying them that their child might be eligible for more comprehensive coverage through MassHealth. Both of these notices were in English and Spanish. (See [MassHealth Recipient Communications, 2006](#).) The Connector, as part of its own extensive marketing campaign, developed materials describing Commonwealth Care and Commonwealth Choice. (See [Commonwealth Care Brochure](#).)

Both MassHealth and the Connector also posted the materials on their respective websites and distributed them broadly to venues where potential Commonwealth Care and newly eligible MassHealth enrollees might be, including community health centers, school nurse offices, hospitals, community-based organizations, and local businesses. Additionally, both agencies actively solicited opportunities to present information on health reform and its programs in a wide variety of settings. In the first year of the Connector's existence, its staff made almost 150 presentations to various groups, including civic organizations, provider groups, and business organizations. The MassHealth Member Education Team, which is part of the Office of Medicaid, works closely with the Outreach Unit to deliver information and training to agencies, organizations, and sites that are likely to interact with eligible populations (e.g.



In our experience, applications that people submit on their own are usually not successful because the forms are complex and the documentation requirements can be confusing. It's much more effective to have a trained facilitating enroller who can help the consumer one-on-one.

Kate Bicego, Education and Enrollment Manager, Health Care For All

¹¹ The Children's Medical Security Plan (CMSP) is a state-funded program that provides certain uninsured children and adolescents with primary and preventive medical and dental coverage. CMSP is for children under the age of 19 who are Massachusetts residents at any income level, who do not qualify for MassHealth, and who are uninsured.

the state's Department of Veterans' Services, Head Start programs). Health Care For All, the state's principal consumer health advocacy organization, also developed educational materials for its extensive network of community-based organizations and their constituents. These materials, which included information on both MassHealth and Commonwealth Care, were customized to different geographic regions of the state.¹² (See [Sample Health Care For All fact sheet](#).) State agency staff reviewed the materials for accuracy and worked collaboratively with Health Care For All to disseminate the resources.

A key feature of the effort was a grant from the state's Executive Office of Health and Human Services to the Massachusetts Hospital Association, the Massachusetts League of Community Health Centers, and Health Care For All to jointly develop a set of multilingual outreach materials. These materials were part of a series titled "Do You Need Health Insurance?" that was adapted for posters, postcards, bookmarks, and advertisements. Community organizations were able to order the various materials in bulk quantities and use them in their own outreach efforts, saving valuable staff time and organizational resources, as well as ensuring delivery of a uniform message. (See [Do You Need Health Insurance? brochure](#).)

Outreach to provider stakeholders: Both Office of Medicaid and Connector staff understood the importance of developing and maintaining positive relationships with a broad range of health system stakeholders through initial implementation and beyond. For example, they both spent considerable time and resources developing and delivering training and educational materials to the provider community in general, and to hospitals and community health centers in particular. These entities are natural partners in the outreach effort because many of their patients/clients are potentially eligible for MassHealth or Commonwealth Care. And because many of these entities have Virtual Gateway access, they are well positioned to facilitate applications for coverage. Other social services providers, regardless of their organizational focus, are also important allies in the outreach effort because many of the populations they serve are eligible for publicly financed health coverage.

Outreach to health plan stakeholders: Participating managed care organizations (MCOs) have been a key health reform partner from the beginning.¹³ Connector staff and an MCO workgroup meet on a monthly basis to address a range of operational issues, including such things as network capacity, enrollee lock-in, and auto-enrollment issues. While there are federal limitations on some MCO marketing activities,¹⁴ Connector staff and MCOs worked together early on to produce a table that contained neutral, comparative information on MCO options for Commonwealth Care enrollees. That table was widely distributed throughout the initial outreach process. (See [Comparative table of Commonwealth Care managed care organization options](#).) MCOs also have been enlisted in the effort to ensure

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We took the broader public education messaging and activities and linked them to the outreach and enrollment effort. The Commonwealth Care brochure leads with the access message...‘now you can get the care that you need.’

Niki Conte, Director of Outreach for Commonwealth Care, Commonwealth Health Insurance Connector Authority

¹² Commonwealth Care health plan premiums vary by region because of geographic differences in medical costs. As a result, individuals' financial contributions to premiums differ as well.

¹³ The health reform law required the Connector to contract exclusively with the same MCOs that contracted with the Office of Medicaid for the first three years following passage of the law.

¹⁴ These restrictions are designed to ensure free choice of health plans for consumers and avoidance of conflicts of interest for MCOs.

that MassHealth and Commonwealth Care members retain their coverage. They remind members about the eligibility redetermination process and, where appropriate, assist members in submitting the necessary information.

Outreach to consumer advocates: Support from the consumer health advocacy community is essential to the success of Massachusetts's education, outreach, and enrollment efforts. Prior to health reform's passage, the Office of Medicaid met regularly with a core group of advocates from fifteen organizations including legal services and organizations representing the interests of the homeless, individuals with disabilities, and immigrant communities. Those monthly meetings have continued, with the addition of Connector staff. Advocates are actively involved in setting meeting agendas, which typically focus on MassHealth and Commonwealth Care policies, programs, and operations. Because the advocates generally have first-hand knowledge of emerging issues "on the ground," the meetings are particularly useful in identifying systemic challenges and sharing ideas on how to address them. (See [Sample agenda from monthly advocates meeting](#).)

Community-based outreach and access work: A central piece of the outreach and enrollment effort has been an Office of Medicaid-administered program that provides grants to community-based public and private non-profit organizations to assist individuals in accessing coverage and care. The Connector's broad marketing campaign was important, but prior experience suggested that many in the newly eligible populations would require one-on-one assistance to enroll in coverage. In particular, there was a need to ensure the availability of linguistically and culturally competent consumer-focused resources. Engaging and utilizing trusted community members in the effort was viewed as an effective way to accomplish that.

Just prior to passage of health care reform, MassHealth was allocated \$500,000 for outreach and enrollment activities. The health reform law anticipated that the need for this assistance would increase significantly, and it included an additional \$3 million, for a total of \$3.5 million (for FY07), for an outreach and enrollment grant program, with additional funding available in subsequent years subject to appropriation. The appropriation language provided the broad contours for the program:

- Grants should be awarded statewide;
- Grant recipients should be community- and consumer-focused public and private non-profit groups; and
- In awarding grants, officials should focus on areas with a high percentage of uninsured residents and areas with shortages of health care providers.

(See [Grant program appropriation language](#).)

Grant program activities have been recalibrated annually since the program's inception to address issues that have emerged as health reform matures. (See [Outreach and Enrollment Grants Summary Table: 2005–2011](#) for additional



The monthly advocate meetings are a mutual, invaluable opportunity. We often come at issues from different angles and perspectives but, at the end of the day, we are all working towards the same collective goals and work hard collaboratively to get there.

Carolyn Pitzi, Director, Health Care Reform Outreach and Enrollment Unit, Office of Medicaid

detail, including grant appropriation amounts and sources, grant ranges, and number of grantees.) The six phases of the grant program are, briefly:

Phase 1 (FY06): “Mini-grants” were made to non-profit community-based organizations to identify and enroll individuals eligible for MassHealth. Staff from these organizations were trained to use the Virtual Gateway.

Phase 2 (FY07): The mini-grants were renewed, and grants were made to additional organizations to identify individuals eligible for MassHealth and the newly created Commonwealth Care program and to assist them in enrolling in those programs using the Virtual Gateway. Grantees were also required to help individuals through the annual eligibility redetermination process. In addition, a smaller number of organizations were provided grants to design and conduct broad-scale or local grassroots media campaigns targeted to individuals potentially eligible for MassHealth or Commonwealth Care. The Office of Medicaid and the Connector leveraged organizations that already had established connections with local media as well as other outlets for disseminating information about the programs. (See [MassHealth and Commonwealth Care Enrollment Outreach Grants RFR, 2006](#).)

Phase 3 (FY08): Grants were provided for the enrollment and redetermination activities described above, but in this phase grantees were also required to disseminate information on the unsubsidized Commonwealth Choice program and to provide general education and respond to inquiries about the individual mandate. (See [MassHealth, Commonwealth Care, and Commonwealth Choice Enrollment Outreach Grants RFR, 2007](#).) An additional type of grant was introduced in this phase. To increase coordination, and avoid duplication of effort among grantees, the Office of Medicaid offered grants to entities that committed to developing a network of participating organizations. Those network leads were also required to create and execute outreach and enrollment plans for the network, with an emphasis on enlisting traditional (e.g. hospitals, community health centers) and non-traditional (e.g. civic organizations, community colleges) participants into the network. The network lead would also serve as the single point of contact for the state with regard to network activities. (See [MassHealth, Commonwealth Care, and Commonwealth Choice Outreach and Network Coordination Grants RFR, 2007](#).)

Phase 4 (FY09): The focus of these grants was on the enrollment and redetermination activities described previously, but grantees were also now required to assist enrollees by helping them establish a relationship with a primary care provider and linking them to preventive and wellness

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There’s a difference between outreach and advertising. There’s a place for both, but if your goal is coverage, advertising and marketing alone aren’t going to do it.

Meg Kroeplin, Former Executive Director, Community Partners, Amherst, MA¹

¹ Founded in 1997, Community Partners coordinated a collaborative network of community health workers, policymakers, and legislators with the goals of increasing health care access, sharing best practices, and engaging in responsive health policy. It suspended most of its operations in December 2009.

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Access to coverage alone doesn’t ensure health. We need to make sure that health services are actually used, and that they are used early enough to prevent development of chronic diseases and other life-limiting conditions.

Jillian Richard, Policy Analyst, MassHealth Quality Office

Importance of Post-Enrollment Support

Outreach grantees' escalating obligations were a reflection of "lessons learned" in health reform's early years. Individuals who had been newly eligible for coverage when the law passed were now receiving re-enrollment notices that could be complex and confusing. Moreover, now that access to coverage was assured, state policymakers' efforts were turning to the need to stabilize health care costs. Ensuring that MassHealth and Commonwealth Care enrollees actually used their benefits and had access to basic—but important—information on wellness and prevention was part of this effort.¹ This latter challenge has been addressed in part by development of a wellness program through a collaboration between the state Department of Public Health and MassHealth. The collaboration has, for example, produced a series of brochures in English, Spanish, Chinese, and Russian that offer basic advice targeted to people newly enrolled in MassHealth and Commonwealth Care. Community health workers report that these materials are very effective in helping new clients understand the preventive care and wellness benefits available through their health plans.² (See [Wellness/prevention brochures: You Can Take Action For Your Health and Take Care: Get a Checkup!](#))

- 1 For more information on the broad spectrum of work performed by grantees' outreach and enrollment workers, please see [From Outreach and Enrollment to Continuity of Care](#), Blue Cross Blue Shield of Massachusetts Foundation policy brief.
- 2 For additional information, see <http://www.mass.gov/eohhs/consumer/insurance/masshealth-member-info/wellness/>.

education.¹⁵ The network grant program was also continued during this phase. (See [Executive Office of Health and Human Services Enrollment, Outreach, and Access to Care Grants RFR, 2008](#).)

Phase 5 (FY10): This grant phase focused on 1) providing core outreach, enrollment, and redetermination services; 2) providing post-enrollment support (i.e. linking recipients to care and wellness information); 3) providing information on Commonwealth Choice coverage; and 4) helping the public understand the individual mandate provisions, the minimum creditable coverage requirements, and the affordability regulations that set out the Commonwealth Care cost-sharing requirements.

Phase 6 (FY11): Grant requirements were identical to those in the FY10 phase. This phase ended December 31, 2011. (State budget constraints currently do not allow for continuation of the grant program at this time.)

PROVIDE COMPREHENSIVE TECHNICAL ASSISTANCE TO OUTREACH AND ENROLLMENT "PARTNERS."

From the outset, Office of Medicaid and Connector staff recognized that it was essential for all entities and organizations engaged in outreach and enrollment work to be kept abreast of policy, operations, and procedural changes. They also saw a need to provide opportunities for grantees and other enrollment facilitators to network on issues that come up in the course of their work and provide feedback to MassHealth and Connector staff on what they are experiencing in the field. The vehicle identified to perform this function is the Massachusetts Health Care Training Forum ([the Forum](#)).

The Forum was originally established to communicate accurate, timely information about MassHealth operations, programs, and services to staff of private and non-profit sector agencies and institutions serving MassHealth recipients. With enactment of health reform, the Forum's focus expanded to include information and training on Commonwealth Care and, to a lesser extent, Commonwealth Choice, as well as health care reform policies such as

¹⁵ The 2008 procurement provides for multi-year contracts, subject to appropriation after the first year. This was done to enable grantee organizations to design longer-term outreach, enrollment, and health care access projects and to budget more effectively for these efforts.

the individual mandate and affordability schedule. Information and updates are provided in several ways: through quarterly meetings in each of five regions across the state, through regular email updates, and through information and other resources posted on its website. All outreach and enrollment grantees are required to participate in Forum activities as a condition of their grants. (See [Massachusetts Health Care Training Forum brochure](#).)

The Forum's quarterly meeting agendas are developed by a convener team that includes representatives from the Office of Medicaid, the Connector, the Division of Health Care Finance and Policy, and Health Care For All. The morning session is devoted to speakers and training on specific topics identified by the team, and the afternoon session provides an opportunity for grantees and other participants to attend roundtable discussions with state experts, to discuss their own work and share their strategies, and to solicit help from each other in addressing challenges.¹⁶ (See [Sample Massachusetts Health Care Training Forum meeting agenda](#).) To ensure that the meetings are providing value to participants, they are asked to complete a post-meeting evaluation. (See [Massachusetts Health Care Training Forum participant post-meeting evaluation form](#).) The evaluations have led to some changes over time, including changes to the roundtable format and the introduction of additional networking opportunities among all participants.

OTHER CONSIDERATIONS.

The preceding sections described the key features of Massachusetts' implementation effort, but there are several other considerations that states may wish to keep in mind as they develop implementation plans.

Cross-sector agency collaboration and communication: Health reform implementation has multiple moving pieces, and critical decisions must be made that affect a range of government agencies. If the agencies responsible for these functions are operating in "silos," the potential for missteps and delays increases exponentially. In Massachusetts, an essential initial task was to ensure maximum collaboration and communication among the twelve state agencies¹⁷ involved in implementing reform. The Administration convened an inter-agency health reform implementation management committee (the Committee) chaired by the secretary of the Executive Office of Health and Human Services. The Committee first convened on April 26, 2006, ten business days after the enactment of the law, and met on a biweekly basis during the multi-year implementation process. Its responsibilities included establishing project ownership; identifying multi-agency responsibilities; setting clear deadlines; and providing a forum for information sharing, progress updates, and early problem identification. Participants and agency staff report that this arrangement was invaluable in facilitating cross-agency efforts, avoiding duplication, and keeping implementation on track.

Leveraging resources: State officials worked hard to leverage outreach, education, and enrollment resources. A consistent state partner has been the Blue Cross Blue Shield of Massachusetts (BCBSMA) Foundation. Established in 2001, the BCBSMA Foundation played a key role in pre- and post-health reform deliberations by providing an array of support to policymakers and other health system stakeholders. For the past 10 years it has made grants through its *Connecting Consumers with Care* program to consumer- and community-focused organizations engaged in innovative MassHealth and State Children's Health Insurance Program outreach and enrollment efforts.

¹⁶ Forum administrative functions, including managing meeting logistics, organizing materials, and providing web support, are performed by the Office of Community Programs at Commonwealth Medicine, a division of the University of Massachusetts Medical School, through a contractual arrangement described in Footnote 9.

¹⁷ Among the participating agencies were the Department of Revenue, the Department of Labor, and the Division of Insurance, as well as traditionally health-focused agencies such as the Office of Medicaid, the Department of Public Health, the Division of Health Care Finance and Policy, and the newly created Commonwealth Health Insurance Connector Authority.

When the Office of Medicaid initiated its outreach and enrollment planning, the BCBSMA Foundation agreed to leverage state resources by coordinating grant funding. It funded some organizations separately, and supplemented state grant monies for others. Foundation grant amounts range from \$20–25,000, and to date it has distributed over \$4 million. The BCBSMA Foundation also co-sponsors—along with participating state agencies—an annual “summit” for state and Foundation grantees that offers a range of workshops on timely topics as well as professional development opportunities. (See [Sample agenda from the Outreach and Enrollment Grantee summit](#).)

Monitoring and reporting on program impact: The key question for any multi-pronged implementation effort is whether it is achieving the desired impact. This is important not only to ensure that outreach and enrollment strategies and tactics are properly targeted, but also to ensure that state monies are being well spent. Maintaining public support for health reform requires this level of transparency. To that end, results of the outreach and enrollment grant program are publicly reported on a monthly basis. Developing a comprehensive, accessible public reporting format was a joint state and BCBSMA Foundation undertaking to ensure uniformity and to eliminate duplication of effort by grantees who are receiving funds from both the state and the BCBSMA Foundation. (See [Grantee reporting template and sample aggregate report](#).)

At the macro level, the state’s Division of Health Care Finance and Policy publishes a quarterly report on key state health care indicators. Those indicators, which are based on data reported by providers, health plans, government, and surveys of Massachusetts residents and employers, track a range of health care coverage and cost trends, including the number of people with health coverage. The report is publicly accessible on the [Division’s website](#), and is recognized as an authoritative resource on health reform’s progress by the state’s media. The BCBSMA Foundation, which has tracked reform’s impact on a regular basis since passage, is also viewed as a credible source. See, for example, [Expanding Access to Health Insurance: Assessing the Results, October 2011](#).

Addressing sustainability of outreach and enrollment efforts: Grant program sustainability has been a challenge over the past two years as Massachusetts, like most other states, has been faced with a significant budget deficit. The \$3.5 million program appropriation in both FY07 and FY08 was reduced to \$2.5 million in FY09 and FY10. The Connector and another state authority both contributed funds in FY09 and the Connector fully funded the grant program in FY10. While the BCBSMA Foundation has funded outreach and enrollment activities for more than a decade and will continue to do so, its funding levels and the number of grants it makes are smaller than the state’s activities. Despite the state’s success in enrolling people in coverage, consumer advocates believe there is continued need to support MassHealth and Commonwealth Care members, particularly with respect to retaining coverage, navigating their way through the health care system, and engaging in wellness and prevention activities.

The BCBSMA Foundation’s Approach to Funding

The BCBSMA Foundation’s approach to funding is to cast a wide net in terms of organizational diversity. Its portfolio includes select hospital and community health programs, but it also seeks out community-based organizations that can demonstrate a close connection to their constituents. Grant making criteria, which might be useful to other state agencies and private philanthropies, include:

- Geographic diversity;
- Ability to collaborate with others;
- Ability to advocate for the needs of their populations within the public policy arena; and
- Potential to build the grantee’s organizational effectiveness.

[Click here](#) for additional information on the Foundation’s *Connecting Consumers with Care* program area, including grant criteria.

State officials are aware of the ongoing challenges. As described earlier, one approach they are pursuing is to reduce the need for consumer assistance by undertaking system improvements that will further simplify the application, enrollment, and renewal processes and make the system more directly accessible to consumers.¹⁸ The Connector already has made improvements to its website that allow Commonwealth Care members to make changes to their accounts and pay premiums online. Nevertheless, agency staff and consumer health advocates recognize the importance of the outreach work that is done “on the ground.”

Conclusion

The single most important measure of the success of Massachusetts’ education, outreach, and enrollment efforts is the state’s 98.1% health coverage rate. Massachusetts has developed a “culture of coverage” since health reform was enacted—a goal that is shared by the ACA. The individual mandate sent a message that health coverage is for everyone. Eligibility determinations are no longer about whether a person can get coverage but rather which coverage he or she is eligible for. Having health insurance—whether publicly or privately financed—is now the social norm for most of the state’s residents, and much of the credit for that can be attributed to the outreach, education, and enrollment effort described in this toolkit.

Some system difficulties remain, and shrinking state resources have created sustainability problems for the outreach, education, and enrollment effort. Minimizing the adverse effect of these reductions in resources is a principal education, outreach, and enrollment challenge for Massachusetts.

“

Technology is an important part of an effective outreach and education campaign, but the face-to-face connection is invaluable.

Niki Conte, Director of Outreach,
Commonwealth Health Insurance
Connector Authority

¹⁸ In 2009 Massachusetts was one of eight states awarded a grant by the Robert Wood Johnson Foundation in connection with its Maximizing Enrollment initiative. The initiative’s objective is to assist states with enrollment and renewal system and policy improvements for children in the Children’s Health Insurance Program and Medicaid as well as the populations that are newly eligible under the ACA.

FY08 budget appropriation

hargebacks to the 17 executive office cluster agencies; provided further, that not less than \$200,000 shall be expended for a Health Care Reform Outreach and Education unit within the executive office for the purpose of coordinating statewide activities in marketing, outreach, and the dissemination of educational materials related to state law changes contained in Chapter 58 of the Acts of 2006; provided further, that the unit shall collaborate with the office of Medicaid, the executive office of administration and finance, the division of unemployment assistance, the department of revenue, the division of insurance, the Commonwealth Health Insurance Connector Authority, and the recipients of enrollment outreach grants pursuant to item 4000-0352, to develop common strategies, best practices, and guidelines for providing informational support and assistance to consumers, employers, and businesses; and provided further, that any projection of deficiency in item 4000-0320, 4000-0430, 4000-0500, 4000-0600, 4000-0700, 4000-0870, 4000-0875, 4000-0880, 4000-0890, 4000-0891, 4000-0895, 4000-0990, 4000-1400 or 4000-1405, shall be reported to the house and senate committees on ways and means not less than 90 days before the projected exhaustion of funding and that any unexpended balance in these accounts shall revert to the General Fund on June 30, 2008..... \$142,273,307

4000-0352.. For MassHealth enrollment outreach grants to public and private nonprofit groups to be administered by the executive office in consultation with the Health Care Reform Outreach and Education Unit; provided, that grants shall be awarded to groups statewide, including areas in which the United States Census deems there exists a high percentage of uninsured individuals and areas in which there are limited health care providers; provided further, that funds shall be awarded as grants to community and consumer-focused public and private nonprofit groups to

provide enrollment assistance, education and outreach activities directly to consumers who may be eligible for MassHealth, the Commonwealth Care Program, or the Commonwealth Choice Program, and who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status and representative of communities throughout the commonwealth; provided further, that funds shall be allocated to provide informational support and technical assistance to recipient organizations and to promote appropriate and effective enrollment activities through the statewide health access network; provided further, that the cost of information support and technical assistance shall not exceed 10 per cent of the appropriation and shall not be used to defray current state obligations to provide this assistance; provided further, that in awarding said grants, the executive office of health and human services, in consultation with the Health Care Reform Outreach and Education Unit, shall provide written guidance to selected grantees with specific strategies of how to expend funds in the most efficient manner to target populations and avoid duplication of activities, including examples of best practices among prior year outreach grant recipients; and provided further, that the secretary shall report to the house and senate committees on ways and means on the exact amounts distributed in fiscal year 2008 by February 1, 2008 and the extent to which any portion of resulting expenditures are eligible for federal reimbursement
\$3,500,000

Director of the Health Care Reform Outreach and Education Unit

Will direct the activities of the Health Care Reform Outreach and Education unit within the Office of Medicaid for the purpose of coordinating statewide activities in marketing, outreach, and the dissemination of educational materials related to state law changes contained in Chapter 58 of the Acts of 2006.

Job duties:

- Develop and lead implementation of a comprehensive strategy to inform and support uninsured residents in accessing and selecting among health coverage options.
- Establish, lead, and report on collaborative efforts among the office of Medicaid, the executive office of administration and finance, the division of unemployment assistance, the department of revenue, the division of insurance, the Commonwealth Health Insurance Connector Authority, and the recipients of enrollment outreach grants to develop common strategies, best practices, and guidelines for providing informational support and assistance to consumers, employers, and businesses.
- Develop data-based methods to identify access disparities and underserved populations
- Develop and ensure implementation of strategies to engage and enroll hard-to – reach populations.
- Ensure that grant requirements include measurable performance standards that reflect Health Care Reform objectives.
- Monitor activities of grantees with a special focus on facilitating collaboration to minimize duplication of effort and to maximize dissemination of information and enrollment in MassHealth, Commonwealth Care, Commonwealth Choice and employer-sponsored health plans.
- Ensure that there is meaningful evaluation of outcomes of outreach and education efforts.
- Review and approve marketing materials developed by grantees.
- Prepare reports on statewide efforts and enrollment results.
- Manage all aspects of the outreach grant process.
- Represent the Office of Medicaid in community and cross-agency forums concerning Health Care Reform, outreach, and enrollment processes.
- Develop websites and other vehicles to facilitate shared communication among grantees and agencies.

Commonwealth Health Insurance Connector Authority

Director of Public Outreach and Communications, Commonwealth Care

Working with the Chief Communications Officer, the Director of Public Outreach and Marketing for Commonwealth Care will be responsible for coordinating the Connector's public education and outreach efforts to individuals and families, ensuring they are aware of the benefits available to them under Commonwealth Care.

Responsibilities will include but not be limited to:

- Coordinate outreach efforts working with community groups, hospitals, community health centers and other entities to reach, educate and enroll individuals and families in appropriate health insurance plans.
- Work with community based groups who are the recipients of outreach grant funding. Ensure that established goals are being met and that outreach efforts are reaching target audiences. Maintain constant contact with these community based groups in an ongoing effort to promote public education and outreach.
- Accept speaking invitations from advocacy groups and other interested parties to promote education and understanding of the Connector's mission.
- Develop integrated marketing plans designed to target and reach appropriate audiences. Manage ongoing, proactive marketing initiatives with measurable results.
- Write, edit and produce clear and concise collateral materials for wide distribution to diverse audiences.
- Coordinate work with vendors and agencies who may be hired by the Connector to assist in project assignments.
- Coordinate outreach efforts to employers who can access Connector health insurance products for their employees.
- Assist in media outreach as necessary
- Review and approve marketing plans and materials submitted by the MMCOs to the Connector for approval

Qualifications:

Bachelor's degree required. Master's degree preferred. Health insurance and/or health care background preferred. Must have strong project management skills and flexibility to

manage multiple projects at one time. Candidates must have excellent written and verbal communication skills, outstanding interpersonal skills and the ability to work within a fast-paced, newly created organization.

Salary:

Commensurate with experience

Interested:

Send cover letter and resume to joan.fallon@state.ma.us by Oct. 18th, 2006.

Getting Started

You can fill out the Medical Benefit Request (MBR) on your computer, then print it. Or, you can print a blank copy and fill it out by hand. Make sure you sign and date the MBR on page 6. Then send it with proof of your income and proof of your U.S. citizenship/national status and identity to the address listed on the MBR instruction page.

To fill out the MBR on-line, use the mouse to **click** on the first field you want to fill out **on each page**. Type the necessary information, then press the Tab key to move to the next field, or use the mouse to click on the next field. To fill a check box, click on the box using the mouse, or tab to the field, and when the box has a dotted line around it, press the enter key. If you need to go back to another field, click on that field with your mouse. To go from one page to the next, tab to "Please go to the next page.", and when highlighted, press tab, or use the mouse to click on the first field on each page.

After you print the filled-out MBR, YOU MUST click on the "Clear entire form" button at the bottom of page 6. This will remove all the information you entered on the MBR so no one can see your personal information.

[Click here to get to the "Applications and Member Forms" page.](#)**MassHealth**Commonwealth of Massachusetts
EOHHS
www.mass.gov/masshealth

Medical Benefit Request Instruction Page



Please read these instructions before you fill out the application.

Dear Applicant:

This is your application for **MassHealth**, the **Children's Medical Security Plan (CMSP)**, **Healthy Start**, and the **Health Safety Net***. MassHealth gives health-care coverage and helps pay for health-insurance premiums for families, children, and individuals. The kind of coverage you get depends on your family size, income, and other circumstances. After your application is filled out and reviewed, MassHealth will give you **the most complete coverage that you qualify for**.

This application is also used to apply for **Commonwealth Care**. Commonwealth Care is a program administered by the Commonwealth Health Insurance Connector Authority ("the Health Connector") for certain adults who are not eligible for MassHealth. Commonwealth Care helps pay for health-insurance premiums for health plans that are approved by the Health Connector. For more information, see pages 3 and 21 in the MassHealth Member Booklet.

This application is for people who live in Massachusetts, are not living in or about to go into a nursing home, and are under age 65. This application may also be used by people of any age who are parents of children under age 19, or who are adult relatives living with and taking care of children under age 19 when neither parent is living in the home, or who are disabled and work 40 or more hours a month or are currently working and have worked at least 240 hours in the six months immediately before the month of the MassHealth application. If this application is not for you, call 1-888-665-9993 (TTY: 1-888-665-9997 for people with partial or total hearing loss).

Please list only one family group on an application. A family group can be parents, stepparents, or adoptive parents of any age and any of their children under age 19 who are all living together. If no parents are living at home, a family group may be siblings under age 19, or children under age 19 and an adult related by blood, adoption, or marriage, or a spouse or former spouse of one of those relatives who are all living together. A family group can also be an individual or a married couple who are living together with no children under the age of 19. If more than one family group lives in your home, each family group must fill out a separate application. MassHealth will send all eligibility notices to the person who is your "head of household," and to your eligibility representative, if you have one.

Please read the attached MassHealth Member Booklet carefully before you fill out the application. Keep the booklet. It may answer questions you have later.

When you fill out the application, be sure to:

- ▶ Answer **all** questions, and fill out all sections and any supplements that apply to you and your family.
- ▶ **Sign and date the application.** The head of household, all applicants aged 18 or older, and all parents of any age who have children living with them must sign.
- ▶ Send proof of all income, like copies of two recent pay stubs. (You do not have to send proof of social security or SSI income.)
- ▶ Send proof of your HIV-positive status only if you want to see if you are eligible for MassHealth because you are HIV positive.
- ▶ Send proof of U.S. citizenship/national status and proof of identity, like U.S. passports or U.S. naturalization papers. U.S. citizenship may also be proved with a U.S. birth certificate or a U.S. hospital birth record. Identity may also be proved with a driver's license, some other form of government-issued identity card, or a school identification card. We may be able to prove your identity through the Massachusetts Registry of Motor Vehicles records if you have a Massachusetts driver's license or a Massachusetts ID card. Once you give MassHealth proof of your U.S. citizenship/national status and identity, you will not have to give us this proof again. You must give us proof of identity for all family members who are applying. **Seniors and disabled persons who get or can get Medicare or Supplemental Security Income (SSI), or disabled persons who get Social Security Disability (SSDI) do not have to give proof of their U.S. citizenship/national status and identity.** A child born to a mother who was getting MassHealth on the date of the child's birth does not have to give proof of U.S. citizenship/national status and identity. (See pages 28-29 in the MassHealth Member Booklet for complete information about acceptable proofs.)
- ▶ Send a copy of both sides of all immigration cards (or other documents that show immigration status) for every family member who is not a U.S. citizen/national and who is applying for MassHealth or Commonwealth Care, except for MassHealth Limited, CMSP, Healthy Start, or the Health Safety Net. (See Supplement C.)
- ▶ Give us a social security number (SSN) or proof that you have applied for an SSN for every family member who is applying for MassHealth or Commonwealth Care. However, you do not need to give us an SSN or proof you applied for an SSN to get MassHealth Limited, CMSP, Healthy Start, or the Health Safety Net.

* **This information will be used to determine low-income patient status for provider payments from the Health Safety Net.**



Sign and date the application after you fill it out. Send the application and all other needed papers to:

**MassHealth Enrollment Center
Central Processing Unit
P.O. Box 290794
Charlestown, MA 02129-0214**

The information you give us is kept confidential, as required by state and federal laws. If you want us to share information about your MassHealth eligibility (including copies of notices we send you) with someone other than your eligibility representative, if you have one, please call MassHealth to get a MassHealth Permission to Share Information Form.

When filling out this application, please remember the following.

- ▶ Make sure you fill out the application correctly and completely. If we need to contact you to get more information because we do not understand what you entered on the application, it will take us longer to decide if you are eligible or not for health benefits.
- ▶ Make sure on pages 2 and 3 of the application in the sections “Working Income,” “Nonworking Income,” and “College Student” that **each family member who has income and/or is aged 19 or older fills out each of these sections correctly.**
- ▶ Please remember when filling out the “Health Insurance” section on page 4, that:
 - Part A is for listing the health insurance you have now, and Part B is for health insurance you may be eligible for; and
 - you will not be eligible for Commonwealth Care if you have or can get insurance from a government insurance program including, but not limited to:
 - Medicare;
 - TRICARE (dependents of the military);
 - Medical Security Program (through the Division of Unemployment Assistance);
 - Fishing Partnership Health Plan; or
 - student health insurance from a Massachusetts school.
- ▶ Make sure on page 5 of the application in the section “Injury, Illness, or Disability” that you answer “yes” or “no” to **both** questions. Do not leave any answer blank.
- ▶ If you answer “yes” to the question on page 5 of the application in the section “Absent Parent,” then you **must** fill out Supplement B according to the instructions for Supplement B. If the other parent of the child is living in the same household as the child but does not want to apply for MassHealth, make sure to list that parent on page 1 of the application in the section “Other Family Members.”

If you have any questions about this application or the information you need to send, please call MassHealth at 1-888-665-9993 (TTY: 1-888-665-9997 for people with partial or total hearing loss).

When we get your filled-out, signed, and dated application, we will review it. If more information is needed, we will write or call you. **Once we get all needed information, we will make a decision about your eligibility. We will send you a written notice about this decision.** If you are determined eligible for MassHealth, show this notice right away to any health-care provider if you already paid for medical services that would be covered by MassHealth during your eligibility period. If the health-care provider determines that MassHealth will pay for these services, the provider will refund what you paid.

**To start filling out this application, please turn to page 1 of this application.
Remember, you must read, sign, and date page 6 after you have filled out the application.**

MassHealthCommonwealth of Massachusetts • EOHHS
www.mass.gov/masshealth

Medical Benefit Request

**For office use only**

Screener ID: _____

Date received: _____

Interpreter code: _____

Referred by: _____

Entry date: _____

This is an application for **MassHealth**, the **Children's Medical Security Plan (CMSP)**, **Healthy Start**, **Commonwealth Care**, and the **Health Safety Net**. You do not have to be a U.S. citizen/national to get these benefits. **Please print clearly.** Please answer **all** questions and fill out all sections and any supplements that apply to you and your family. If you need more space to finish any section on this form, please use a separate sheet of paper (include your name and social security number), and attach it to this form.

Head of Household

HOH

1. Last name	First name	MI	Street address		City	State	Zip
Mailing address (if different from street address or if living in a shelter)					City	State	Zip
<input type="checkbox"/> homeless							
Is this person applying? <input type="checkbox"/> yes <input type="checkbox"/> no		If yes , is this person a U.S. citizen/national? <input type="checkbox"/> yes <input type="checkbox"/> no		Social security number*		Date of birth / /	Gender <input type="checkbox"/> M <input type="checkbox"/> F
Spoken language choice		Written language choice		Ethnicity (optional)		Telephone numbers (List work number only if we can call you at work.) Home/Cell: () Work: ()	

C ☐
I ☐**Other Family Members**

► List all other members of your family group. Do not repeat head of household information in this section.
See instruction page for description of a family group.

2. Last name	First name	MI	Is this person applying? <input type="checkbox"/> yes <input type="checkbox"/> no	If yes , is this person a U.S. citizen/national? <input type="checkbox"/> yes <input type="checkbox"/> no	Social security number*	Date of birth / /
Gender <input type="checkbox"/> M <input type="checkbox"/> F	Race (optional)	Spoken language choice	Written language choice	Ethnicity (optional)	Relationship to head of household	
3. Last name	First name	MI	Is this person applying? <input type="checkbox"/> yes <input type="checkbox"/> no	If yes , is this person a U.S. citizen/national? <input type="checkbox"/> yes <input type="checkbox"/> no	Social security number*	Date of birth / /
Gender <input type="checkbox"/> M <input type="checkbox"/> F	Race (optional)	Spoken language choice	Written language choice	Ethnicity (optional)	Relationship to head of household	
4. Last name	First name	MI	Is this person applying? <input type="checkbox"/> yes <input type="checkbox"/> no	If yes , is this person a U.S. citizen/national? <input type="checkbox"/> yes <input type="checkbox"/> no	Social security number*	Date of birth / /
Gender <input type="checkbox"/> M <input type="checkbox"/> F	Race (optional)	Spoken language choice	Written language choice	Ethnicity (optional)	Relationship to head of household	
5. Last name	First name	MI	Is this person applying? <input type="checkbox"/> yes <input type="checkbox"/> no	If yes , is this person a U.S. citizen/national? <input type="checkbox"/> yes <input type="checkbox"/> no	Social security number*	Date of birth / /
Gender <input type="checkbox"/> M <input type="checkbox"/> F	Race (optional)	Spoken language choice	Written language choice	Ethnicity (optional)	Relationship to head of household	

C ☐
I ☐C ☐
I ☐C ☐
I ☐C ☐
I ☐**Pregnancy**

PRG

► Are you or any family member pregnant? ☐ yes ☐ no

Name	Are you or this person pregnant with <input type="checkbox"/> 1 baby? <input type="checkbox"/> twins? <input type="checkbox"/> triplets? If more, how many? _____	Due date / /
------	--	-----------------

American Indian/Alaska Native

NAT

Family members under the age of 19 who are Alaska Natives or members of a federally recognized American Indian tribe who get MassHealth Family Assistance may not have to pay any premiums for this coverage.

► Are you or any family member who is under the age of 19 an Alaska Native or a member of a federally recognized American Indian tribe? . . ☐ yes ☐ no
If **yes**, name(s): _____

*Required, if one has been issued and this person is applying for MassHealth or Commonwealth Care, except for MassHealth Limited, CMSP, Healthy Start, or the Health Safety Net.

VIS

Visitors (You must fill out this section.)

- Are you or any member of your household visiting Massachusetts from another U.S. state, U.S. territory, or a foreign country? . . . ☐ yes ☐ no
If **yes**, name of person(s): _____
- Are you or any member of your household applying for benefits due to an unexpected emergency medical condition or situation that occurred after your arrival in Massachusetts and that prevents you from leaving Massachusetts? . . . ☐ yes ☐ no
If **yes**, name of person(s): _____

General instructions for filling out the Working Income, Nonworking Income, AND College Student sections

Each family member who has income and/or is aged 19 or older must fill out all sections on this page and the next page (page 3).

EIN

Working Income (You must fill out this section.)

1. Name					
► Is this person currently working or seasonally employed? (You must answer this question.) . . . <input type="checkbox"/> yes <input type="checkbox"/> no If yes , fill out the Employer Information section below. If no , answer the next two questions below. You do not have to fill out the "Employer Information" section below.					
► Has this person worked in the last 12 months before the date of application? . . . <input type="checkbox"/> yes <input type="checkbox"/> no If yes , how much did this person earn in the last 12 months before taxes and deductions? Note: If you answered "yes" to this question, you MUST enter a dollar amount on this line. \$ _____ If no , go to the next section (<i>Nonworking Income</i>).					
Employer Information					
Employer name, address, and telephone number		Type of work (<i>Check all that apply.</i>)		For office use only (indicate weekly, biweekly, semimonthly, or monthly)	
		<input type="checkbox"/> full-time <input type="checkbox"/> day labor <input type="checkbox"/> part-time <input type="checkbox"/> seasonal yearly wage: \$ _____ <input type="checkbox"/> self-employed <input type="checkbox"/> sheltered workshop yearly wage: \$ _____		\$ _____ \$ _____	
Number of hours per week	Weekly pay before deductions \$ _____	Date began getting this amount of pay / /	HID	Hrs.	
				Hrs.	
► Is health insurance offered that would cover doctors' visits and hospitalizations? . . . <input type="checkbox"/> yes <input type="checkbox"/> no (Answer yes even if you cannot get it now, chose not to sign up for it, or dropped insurance that was available.)					
► If you answered no to the above question, was health insurance offered in the last six months? . . . <input type="checkbox"/> yes <input type="checkbox"/> no					
<input checked="" type="checkbox"/> Send proof of income, like a copy of two recent pay stubs. If self-employed, see the MassHealth Member Booklet for information about the needed proof.					
2. Name					
► Is this person currently working or seasonally employed? (You must answer this question.) . . . <input type="checkbox"/> yes <input type="checkbox"/> no If yes , fill out the Employer Information section below. If no , answer the next two questions below. You do not have to fill out the "Employer Information" section below.					
► Has this person worked in the last 12 months before the date of application? . . . <input type="checkbox"/> yes <input type="checkbox"/> no If yes , how much did this person earn in the last 12 months before taxes and deductions? Note: If you answered "yes" to this question, you MUST enter a dollar amount on this line. \$ _____ If no , go to the next section (<i>Nonworking Income</i>).					
Employer Information					
Employer name, address, and telephone number		Type of work (<i>Check all that apply.</i>)		For office use only (indicate weekly, biweekly, semimonthly, or monthly)	
		<input type="checkbox"/> full-time <input type="checkbox"/> day labor <input type="checkbox"/> part-time <input type="checkbox"/> seasonal yearly wage: \$ _____ <input type="checkbox"/> self-employed <input type="checkbox"/> sheltered workshop yearly wage: \$ _____		\$ _____ \$ _____	
Number of hours per week	Weekly pay before deductions \$ _____	Date began getting this amount of pay / /	HID	Hrs.	
				Hrs.	
► Is health insurance offered that would cover doctors' visits and hospitalizations? . . . <input type="checkbox"/> yes <input type="checkbox"/> no (Answer yes even if you cannot get it now, chose not to sign up for it, or dropped insurance that was available.)					
► If you answered no to the above question, was health insurance offered in the last six months? . . . <input type="checkbox"/> yes <input type="checkbox"/> no					
<input checked="" type="checkbox"/> Send proof of income, like a copy of two recent pay stubs. If self-employed, see the MassHealth Member Booklet for information about the needed proof.					

Nonworking Income (You must fill out this section.)**Rental Income**

REN

- Do you or any family member get rental income? **(You must answer this question.)** ☐ yes ☐ no
 If **yes**, enter the monthly amount of rental income (before taxes and deductions) on this line. \$ _____

Name of person getting rental income

If **no**, go to the next section (*Unemployment Benefits*).

- ☒ **Send proof** of rental income.

Unemployment Benefits

UN

- Are you or any family member getting an unemployment check? **(You must answer this question.)** ☐ yes ☐ no
 If **yes**, fill out this section and answer all questions. If **no**, go to the next section (*Other Nonworking Income*).

Name of person getting unemployment benefits

Is this check from the Commonwealth of Massachusetts?

☐ yes ☐ no☐ yes ☐ no

If **yes**, in the 12 months before this person became unemployed, did this person work for an employer in Massachusetts?
 (Do not include federal employers, like the U.S. Postal Service.)

☐ yes ☐ no☐ yes ☐ no

Enter the monthly amount of unemployment benefits
 (before taxes and deductions).

\$

\$

- ☒ **Send proof** of unemployment benefits.

Other Nonworking Income

UN

- Do you or any family member have any other income? **(You must answer this question.)** ☐ yes ☐ no
 If **yes**, fill out this section.
 If **no**, go to the next section (*College Student*).

- Please describe the source of the income (where it comes from) for each family member. If anyone has more than one source, list on separate lines.

- ☒ **Send proof.** Some types of other income are: (You do not have to send proof of social security or SSI income.)

- alimony · dividends or interest · social security · veterans' benefits (federal, state, or city)
- annuities · pensions · SSI · workers' compensation
- child support · retirement · trusts · other (*Please describe below.*)

Name	Type of income (all that apply from list above)	Source (where the income comes from)	Monthly amount before taxes	For office use only
			\$	
			\$	
			\$	

College Student (You must fill out this section.)

STU

- Are you or any family member a college student? **(You must answer this question.)** ☐ yes ☐ no
 If **yes**, fill out this section and answer all questions.
 If **no**, go to the next section (*Health Insurance You Have Now and Subsidized Health Insurance You May Be Eligible For*).

Name of college student

Is this person eligible for health insurance from college?

☐ yes ☐ no☐ yes ☐ no

Is this person a college student in Massachusetts with at least 75% of a full-time schedule?
 (Note: If you are not sure that this person has 75% of a full-time schedule, contact the school to find out if the number of credits the student is taking would require the student to get the health insurance the school offers to students.)

☐ yes ☐ no☐ yes ☐ no

If yes, is this student planning to get health-insurance coverage from the school, but is waiting for coverage to start?

☐ yes ☐ no☐ yes ☐ no

If yes, what is the date that the health-insurance coverage starts?

/ /

/ /

Health Insurance You Have Now and Subsidized Health Insurance You May Be Eligible For

HN

Even if you or any family member have other health insurance, MassHealth may be able to help you pay your premiums. Health insurance can be from an employer, an absent parent, a union, a school, Medicare, or Medicare supplemental insurance, like Medex. **All applicants must fill out the health insurance section. Do not include MassHealth or any health plan you enrolled in through Commonwealth Care when answering the questions below.**

- ▶ Do you or any family member get Medicare benefits? ☐ yes ☐ no
If **yes**, name(s): _____ Claim number(s): _____
- ▶ Do you or any family member have health insurance other than Medicare? ☐ yes ☐ no
If **yes**, fill out both **Part A** and **Part B** below.
If **no**, fill out only **Part B** below.

Part A: Health Insurance You Have Now

1. Policyholder name	Date of birth / /	Social security number*	Insurance company name	
Names of covered family members _____ _____ _____		Policy type (Check one.) <input type="checkbox"/> individual <input type="checkbox"/> couple (two adults) <input type="checkbox"/> dual (one adult, one child) <input type="checkbox"/> family	Policy start date / /	Policy number
			Group number (if known)	Employer or union name
		Policyholder contribution to premium costs (Complete one.) \$ _____ per week \$ _____ per quarter \$ _____ per month		
Insurance coverage (Check all that apply.) <input type="checkbox"/> doctors' visits and hospitalizations <input type="checkbox"/> catastrophic only <input type="checkbox"/> vision only <input type="checkbox"/> pharmacy only <input type="checkbox"/> dental only		Insurance type (Check one.) <input type="checkbox"/> employer or union subsidized (employer or union pays some or all of the insurance cost) <input type="checkbox"/> TRICARE <input type="checkbox"/> Fishing Partnership Health Plan <input type="checkbox"/> student health insurance through school <input type="checkbox"/> other federal or state subsidized (government pays some or all of the insurance cost) <input type="checkbox"/> Medical Security Program <input type="checkbox"/> nonsubsidized, like self-employment or COBRA (policyholder pays total insurance cost)		

☒ If you have long-term-care insurance, **send a copy** of the policy.

2. Policyholder name	Date of birth / /	Social security number*	Insurance company name	
Names of covered family members _____ _____ _____		Policy type (Check one.) <input type="checkbox"/> individual <input type="checkbox"/> couple (two adults) <input type="checkbox"/> dual (one adult, one child) <input type="checkbox"/> family	Policy start date / /	Policy number
			Group number (if known)	Employer or union name
		Policyholder contribution to premium costs (Complete one.) \$ _____ per week \$ _____ per quarter \$ _____ per month		
Insurance coverage (Check all that apply.) <input type="checkbox"/> doctors' visits and hospitalizations <input type="checkbox"/> catastrophic only <input type="checkbox"/> vision only <input type="checkbox"/> pharmacy only <input type="checkbox"/> dental only		Insurance type (Check one.) <input type="checkbox"/> employer or union subsidized (employer or union pays some or all of the insurance cost) <input type="checkbox"/> TRICARE <input type="checkbox"/> Fishing Partnership Health Plan <input type="checkbox"/> student health insurance through school <input type="checkbox"/> other federal or state subsidized (government pays some or all of the insurance cost) <input type="checkbox"/> Medical Security Program <input type="checkbox"/> nonsubsidized, like self-employment or COBRA (policyholder pays total insurance cost)		

☒ If you have long-term-care insurance, **send a copy** of the policy.

Part B: Subsidized Health Insurance You May Be Eligible For

S/A

- ▶ Are you or any family member who is aged 19 or older currently earning 50% or more of the family's total income from working in the commercial fishing industry? ☐ yes ☐ no
If **yes**, name(s): _____
- ▶ Are you or any family member in one of the uniformed services? ☐ yes ☐ no
If **yes**, fill out the section below.
(The uniformed services are the Army, Navy, Air Force, Marine Corps, Coast Guard, Public Health Services, National Oceanic and Atmospheric Administration, and the National Guard or Reserves.)
- | | | | |
|---|--|---|--|
| Name: _____ | | Name: _____ | |
| Active Duty? <input type="checkbox"/> yes <input type="checkbox"/> no | Retiree? <input type="checkbox"/> yes <input type="checkbox"/> no | Active Duty? <input type="checkbox"/> yes <input type="checkbox"/> no | Retiree? <input type="checkbox"/> yes <input type="checkbox"/> no |
| Reserves? <input type="checkbox"/> yes <input type="checkbox"/> no | Medal of Honor? <input type="checkbox"/> yes <input type="checkbox"/> no | Reserves? <input type="checkbox"/> yes <input type="checkbox"/> no | Medal of Honor? <input type="checkbox"/> yes <input type="checkbox"/> no |

* Required, if obtainable and one has been issued, whether or not this person is applying.

General instructions for filling out the Injury, Illness, or Disability, Absent Parent, and U.S. Citizenship/National Status and Immigration Status sections below

The HIV section is optional. You must answer all questions in each of the three sections below the HIV section.

HIV Information (optional)

HIV

MassHealth may give benefits to people who are HIV positive who might not otherwise be eligible.

- ▶ Do you or any family member who is HIV positive want to apply for these benefits? ☐ yes ☐ no

If **yes**, fill out this section.

- ✕ **Send proof** of income, U.S. citizenship/national status and identity, or qualified alien status to see if you can get benefits for up to 60 days while we wait for you to send us proof of your HIV-positive status. For more information, see the MassHealth Member Booklet.

For office use only

Name(s): _____

Injury, Illness, or Disability

- ▶ Do you or any family member have an injury, illness, or disability (including a disabling mental-health condition) that has lasted or is expected to last for at least 12 months? (If legally blind, answer **yes**.) ☐ yes ☐ no
- ▶ Do you or any family member need health care because of an accident or injury? ☐ yes ☐ no
- If you answered **yes** to either of these two questions, you must fill out **Supplement A** (the blue sheet).

Absent Parent

- ▶ Has any child in the household been adopted by a single parent or has a parent who is deceased or unknown? ☐ yes ☐ no
- ▶ Does any child in the family have a parent who does not live with you who is not included in the previous question? ☐ yes ☐ no
- If you answered **yes** to either of these questions, you must fill out **Supplement B** (the yellow sheet).

U.S. Citizenship/National Status and Immigration Status

The U.S. citizenship/national status of parents does not affect the eligibility of their children.

U.S. citizens

- ▶ For applicants **born in Massachusetts** who want help getting proof of their U.S. citizenship, please fill out **Supplement D** (the red sheet).
For applicants **born outside Massachusetts** who want help getting proof of their U.S. citizenship, MassHealth may be able to help you. Please call MassHealth Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648 for people with partial or total hearing loss).

Persons who are not U.S. citizens/nationals

- ▶ If you or any other family member applying for MassHealth or Commonwealth Care fits any of the immigration status codes on **Supplement C** (the orange sheet), numbered 1 through 17, you must fill out **Supplement C**.
- ▶ If you or any other family member applying for benefits does not fit any of the immigration status codes on **Supplement C** (the orange sheet), numbered 1 through 17, you or that family member may get only one or more of the following: MassHealth Limited, Healthy Start, CMSP, or the Health Safety Net. **You do not have to fill out Supplement C.**

Note: Family members who want to get only one or more of the following: MassHealth Limited, CMSP, Healthy Start, or the Health Safety Net, do not have to give us a social security number. We will not match their names with any other agency including the Department of Homeland Security (DHS). You do not need to send proof of their immigration status. **But you must list their names below.** MassHealth Limited pays for emergency services only. See the MassHealth Member Booklet for more information.

- ▶ List below the names of family members who want to get only one or more of the following: MassHealth Limited, Healthy Start, CMSP, or the Health Safety Net.

Names	For office use only	Names	For office use only

Please read this page carefully, then sign and date the bottom of the page.

This is an application for MassHealth, the Children's Medical Security Plan (CMSP), Healthy Start, Commonwealth Care, and the Health Safety Net.

I give permission for my current and former employers and health insurers to release to MassHealth, the Commonwealth Health Insurance Connector Authority ("the Health Connector"), and the Division of Health Care Finance and Policy any and all information they have about my health-insurance coverage and health-insurance coverage for members of my family group. This includes, but is not limited to, information about policies, premiums, coinsurance, deductibles, and covered benefits that are, may be, or should have been available to me or members of my family group.

I understand that MassHealth may enroll me in available employer-sponsored health insurance if that insurance meets the criteria for MassHealth payment of premium assistance.

I and my spouse understand that our employers may be notified and billed, in accordance with the regulations of the Division of Health Care Finance and Policy, with regard to any services I and my spouse and any of our dependents may get from hospitals or community health centers that are paid for by the Health Safety Net.

If I or any members of my family are found to be eligible for assistance through MassHealth, the Health Connector, or the Division of Health Care Finance and Policy, I give permission to MassHealth, the Health Connector (Commonwealth Care), or the Division of Health Care Finance and Policy (the Health Safety Net) to get any records or data: (1) to prove any information given on this application and any supplements, or other information I give once I am a member; (2) to document medical services claimed or provided; and (3) to support continued eligibility.

I understand that if I am aged 55 or older, MassHealth may be able to get back money from my estate after I die. Under current practice, this does not apply to Commonwealth Care.

I understand that if I or any members of my family are in an accident, or we are injured in some other way, and get money from a third party because of that accident or injury, we will need to use that money to repay: (1) MassHealth (for MassHealth, CMSP, and Healthy Start) or the Health Connector or my current health insurer (for Commonwealth Care) for certain medical services provided (For MassHealth, these certain medical services are explained in the MassHealth Member Booklet. For Commonwealth Care, these certain medical services must have been provided to me by my health insurer.); or (2) the Division of Health Care Finance and Policy for medical services reimbursed for me and any family members by the Health Safety Net. I also understand that I must tell MassHealth (for MassHealth, CMSP, and Healthy Start), my health insurer (for Commonwealth Care), or the Division of Health Care Finance and

Policy (for the Health Safety Net) in writing, within 10 calendar days, or as soon as possible, if I file any insurance claim or lawsuit because of an accident or injury to me or any family members applying for benefits.

I understand that if I or any members of my family are eligible for MassHealth, CMSP, Healthy Start, Commonwealth Care, or the Health Safety Net, I must tell MassHealth of any changes in my or my family's income or employment, family size, health-insurance coverage, health-insurance premiums, and immigration status, or of changes in any other information I gave on this application and any supplements within 10 calendar days of learning of the change.

I also understand that by signing below, I give permission to MassHealth to go after and collect third-party payments for medical care and medical support from the parent of any child under age 19 who is applying for benefits.

If I or any members of my family are eligible for MassHealth or CMSP, I understand that I may have to pay a premium set by MassHealth. I also understand that if I fail to pay the premium, MassHealth may refer my past due balance to the State Intercept Program (SIP). If I am a certain American Indian or Alaska Native eligible for MassHealth Family Assistance, I may not have to pay any premiums under MassHealth Family Assistance. If I or any members of my family are eligible for Commonwealth Care, I understand that I may have to pay a premium set by the Health Connector.

I certify that I have read or have had read to me the information on this application, including any supplements and instruction pages attached to it, and the information in the MassHealth Member Booklet, and that I understand my rights and responsibilities. I further certify under the penalty of perjury that the information on this application and any supplements is correct and complete to the best of my knowledge.

If you are acting on behalf of someone in filling out this application and any supplements, the enclosed MassHealth Eligibility Representative Designation Form must also be filled out and sent back with this application. Your signature on this application as an eligibility representative certifies that the information on this application and any supplements is correct and complete to the best of your knowledge.

If you think MassHealth's decision about whether you are eligible is wrong, you have the right to appeal or file a grievance. If you are denied benefits, you will get information about how to appeal a MassHealth decision and also how to file a grievance about any Health Safety Net decision.

The head of household, all persons aged 18 or older, and all parents of any age who have children living with them who are applying for MassHealth, CMSP, Healthy Start, Commonwealth Care, or the Health Safety Net, must read this page carefully, and sign and date below. If you are signing below as an eligibility representative, a filled-out MassHealth Eligibility Representative Designation Form must also be submitted.

X

Signature of applicant or eligibility representative

Date

X

Signature of applicant or eligibility representative

Date





Supplement A: Injury, Illness, or Disability Questions



For office use only. Head of household name: _____ Head of household SSN: _____

Leave this page blank if you answered **NO** to all the injury, illness, and disability questions on page 5.

Fill out this page if you answered **YES** to either of the two injury, illness, and disability questions on page 5.

Injury, Illness, or Disability

PD/DOU

Fill out this section for you or any family member who has an injury, illness, or disability (including a disabling mental-health condition).

1. Name		For office use only	
		Supp to DES	Dis type
<p>Does this person have an injury, illness, or disability (including a disabling mental-health condition) that has lasted or is expected to last for at least 12 months? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Does this person get money from Social Security for a disability? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Has this person ever gotten Supplemental Security Income (SSI)? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Is this person legally blind? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p><input checked="" type="checkbox"/> If yes, send a copy of the Certificate of Blindness.</p>			
2. Name		For office use only	
		Supp to DES	Dis type
<p>Does this person have an injury, illness, or disability (including a disabling mental-health condition) that has lasted or is expected to last for at least 12 months? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Does this person get money from Social Security for a disability? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Has this person ever gotten Supplemental Security Income (SSI)? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Is this person legally blind? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p><input checked="" type="checkbox"/> If yes, send a copy of the Certificate of Blindness.</p>			

Accident or Injury

TPR

Fill out this section if you or any family member need health care because of an accident or injury. **You must answer all three questions.**

1. Name		For office use only
<p>Are you or any family member applying because of an accident or injury that someone else might be responsible for? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Do you or any family member have an injury, illness, or disability that was caused by someone else, or that could be covered by someone else's insurance or the family member's own insurance, other than health insurance (like homeowner's or auto insurance)? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Has a lawsuit, a workers' compensation claim, or an insurance claim for an accident or injury been filed for you or any family member who is applying? <input type="checkbox"/> yes <input type="checkbox"/> no</p>		
2. Name		For office use only
<p>Are you or any family member applying because of an accident or injury that someone else might be responsible for? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Do you or any family member have an injury, illness, or disability that was caused by someone else, or that could be covered by someone else's insurance or the family member's own insurance, other than health insurance (like homeowner's or auto insurance)? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Has a lawsuit, a workers' compensation claim, or an insurance claim for an accident or injury been filed for you or any family member who is applying? <input type="checkbox"/> yes <input type="checkbox"/> no</p>		

If you need more space, please use the back of this page.



Supplement B: Absent-Parent Questions and Assignment of Rights



Do not fill out this supplement if you answered NO to both of the absent-parent questions on page 5.

Fill out this supplement only if you answered YES to either of the absent-parent questions on page 5.

Please read Part A of Supplement B before you fill out Parts B, C, and D, and sign Part E.

Absent Parent

ABS

PART A—Cooperation

To get MassHealth for **you and a child who is living with you**, you must cooperate with the Child Support Enforcement Division of the Massachusetts Department of Revenue (DOR) to establish paternity and enforce a medical-support order, unless you have Good Cause not to cooperate. You must also assign your rights for medical support to MassHealth. Cooperation means that you may have to give information about the identity, location, and employment of the absent parent, appear for appointments with DOR staff and the Court, submit to paternity testing, give information, and take any other action necessary to help DOR in establishing paternity, and establishing, changing, or enforcing a child medical-support order. “Good Cause” is a legal term that means if you cooperated by giving us information about the absent parent, it would not be in the best interests of the child for any of the reasons listed in Part C—Good Cause—on the next page. If you think that you have Good Cause for not cooperating, fill out Part C—Good Cause—on the next page, and do not fill out Part D—Absent-Parent Information—on the next page.

If you do not want to make a Good Cause claim, and you do not cooperate by filling out Part D—Absent-Parent Information—on the next page, your MassHealth eligibility could be affected.

To get MassHealth **only for the child who is living with you** and not for yourself, you do not have to cooperate with DOR, assign your rights for medical support to MassHealth, or give information about the absent parent. Also, if a **pregnant** family member is applying for benefits for an unborn child, you do not need to give us information about the absent parent of the unborn child at this time. This means that you do not have to fill out Part B, C, D, or E of this supplement for that unborn child. Please read the next paragraph about child-support-enforcement services.

Even if you are applying for MassHealth only for the child who is living with you, you can ask for child-support-enforcement services if you want help getting the absent parent to pay for health insurance or child support for the child. To do this, you can call DOR at 1-800-332-2733, or go to **www.mass.gov/dor** and click on “Child Support.” The child’s MassHealth coverage will not be affected if you choose to ask for these services or not. If you ask for these services, you will have to cooperate with DOR.

PART B—Names of children who have been adopted by a single parent or have a parent who is deceased or unknown

Please list the name(s) of the child or children who have been adopted by a single parent or have a parent who is deceased or unknown.

Name	Name
Name	Name

If all of the children in the household are named in this section, go to Part E. Otherwise, go to Part C.



Supplement B: Absent-Parent Questions and Assignment of Rights



For office use only. Head of household name: _____ Head of household SSN: _____

Absent Parent (cont.)

PART C—Good Cause

Is there any reason (Good Cause) not to help us get medical support from an absent parent? ☐ yes ☐ no

If **yes**, list the name(s) of the child or children whose absent parent(s) you do not want to give us information about, and check one of the boxes below for the reason that applies to the child or children.

If **no**, fill out Part D—Absent-Parent Information—below.

Name(s): _____ Name(s): _____

☐ Cooperation could result in serious physical or emotional harm to a family member or his or her child, or the applicant or member.

☐ Cooperation could result in serious physical or emotional harm to a family member or his or her child, or the applicant or member.

☐ Adoption of the child is in process.

☐ Adoption of the child is in process.

☐ The child was a result of sexual abuse or assault.

☐ The child was a result of sexual abuse or assault.

PART D—Absent-Parent Information (if known)

1. Name	Social security number*	Date of birth / /	Gender <input type="checkbox"/> M <input type="checkbox"/> F
Address		Telephone number ()	

Is there a medical-support order? ☐ yes ☐ no

Relationship to child: ☐ mother ☐ father ☐ other: _____ Driver's license number:* _____

Names of children of this absent parent: _____

Name and address of absent-parent's employer: _____

*Required, if obtainable and one has been issued.

2. Name	Social security number*	Date of birth / /	Gender <input type="checkbox"/> M <input type="checkbox"/> F
Address		Telephone number ()	

Is there a medical-support order? ☐ yes ☐ no

Relationship to child: ☐ mother ☐ father ☐ other: _____ Driver's license number:* _____

Names of children of this absent parent: _____

Name and address of absent-parent's employer: _____

*Required, if obtainable and one has been issued.

PART E—Signature

I am the parent whom the child lives with (custodial parent) or legal guardian, and I understand that by signing below I assign my rights and give permission to MassHealth and DOR to go after medical support from the absent parent of any child under age 19 who is living with me and applying for MassHealth. I also agree to cooperate with MassHealth and DOR in this process, as explained in Part A—Cooperation—of this supplement. I certify under penalty of perjury that the information in this supplement is correct and complete to the best of my knowledge.

**Signature of custodial parent or legal guardian: _____ Date: _____

**Required, only if you are applying for yourself and the child who is living with you.



Supplement C: Questions for Immigrants



For office use only. Head of household name: _____ Head of household SSN: _____

Leave this page blank if all family members who are applying are U.S. citizens/nationals.

Fill out this page if any family member is applying for MassHealth or Commonwealth Care and is **not** a U.S. citizen/national.

➤ 1. Are you or any family member on active duty, or a veteran of the United States Armed Forces with an honorable discharge, or did you or any family member serve under U.S. command during World War II or in Vietnam? ☐ yes ☐ no
If **yes**, you may stop here, but list applicable family members.
Names: _____
If **no**, go to the next question.

➤ 2. Are you or any family member the spouse, widow or widower, or dependent of a person on active duty or a veteran described above? ☐ yes ☐ no
If **yes**, you may stop here, but list applicable family members.
Names: _____
If **no**, go to the next question.

➤ 3. Are you or any family member a victim of domestic abuse and no longer living with the abuser? ☐ yes ☐ no
If **yes**, you may stop here, but list applicable family members.
Names: _____
If **no**, you must fill out the rest of this page (*Immigration Status*).

Immigration Status

OAC

➤ Fill out the chart below for each member of the family who is **not** a U.S. citizen/national and who is applying for MassHealth or Commonwealth Care.
List *all* immigration statuses that have applied to each person since that person entered the U.S.

✉ **Send copies** of both sides of all immigration cards (or other documents that show immigration status).
See the MassHealth Member Booklet for a more complete description of immigration statuses.

➤ Use these codes to describe your immigration status in the chart below.

4. Amerasian admitted pursuant to Section 584 of Public Law 100-202	7. Cuban/Haitian entrant	11. Granted parole	15. Victim of severe forms of trafficking
5. Granted asylum	8. Deportation withheld	12. Refugee	16. Iraqi Special Immigrant
6. Conditional entrant	9. Legal permanent resident	13. Person with a visitor visa/other	17. Afghan Special Immigrant
	10. Native American with at least 50% American Indian blood born in Canada	14. Person residing under color of law (PRUCOL), including temporary protected status and applicant for asylum (<i>See the MassHealth Member Booklet for more information.</i>)	

Name	Status codes (List all that apply.)				Date status awarded				U.S. entry date	For office use only
	a	b	c	d	a	b	c	d		
									/ /	
									/ /	
									/ /	
									/ /	
									/ /	
									/ /	



Supplement D:

Help Getting Proof of U.S. Citizenship for Persons Born in Massachusetts



For office use only. Head of household name: _____ Head of household SSN: _____

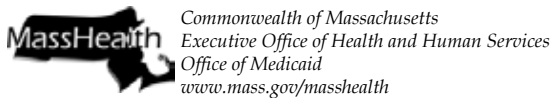
Fill out one section below for EACH family member who is applying, was born in Massachusetts, and wants help getting proof of his or her U.S. citizenship through the Massachusetts Registry of Vital Records and Statistics.

Note: When filling out the sections below, be sure to print each family member's name as it would appear on his or her birth certificate.

Applicant's current last name	First	MI	Suffix (ex., "Jr.")
Applicant's last name at time of birth (if different)	First	MI	Suffix (ex., "Jr.")
Date of birth	Gender at time of birth (if different)		
Massachusetts hospital name	Massachusetts city of birth		
Mother's/Coparent's last name (at time of applicant's birth)	First	MI	Mother's maiden name
Father's/Coparent's last name (at time of applicant's birth)	First	MI	Suffix (ex., "Jr.")

Applicant's current last name	First	MI	Suffix (ex., "Jr.")
Applicant's last name at time of birth (if different)	First	MI	Suffix (ex., "Jr.")
Date of birth	Gender at time of birth (if different)		
Massachusetts hospital name	Massachusetts city of birth		
Mother's/Coparent's last name (at time of applicant's birth)	First	MI	Mother's maiden name
Father's/Coparent's last name (at time of applicant's birth)	First	MI	Suffix (ex., "Jr.")

Applicant's current last name	First	MI	Suffix (ex., "Jr.")
Applicant's last name at time of birth (if different)	First	MI	Suffix (ex., "Jr.")
Date of birth	Gender at time of birth (if different)		
Massachusetts hospital name	Massachusetts city of birth		
Mother's/Coparent's last name (at time of applicant's birth)	First	MI	Mother's maiden name
Father's/Coparent's last name (at time of applicant's birth)	First	MI	Suffix (ex., "Jr.")



June 2006

Important Message about Your MassHealth Benefits

This letter contains news about coverage for more services for eligible adults and for tobacco cessation services for eligible members of any age who smoke or use other tobacco products like chewing tobacco.

New Services for Adults

Due to a new state law, starting July 1, 2006, MassHealth will cover more services for members aged 21 years or older (adults). (MassHealth already covers these services for members under the age of 21.)

Adults who are enrolled in MassHealth Standard, Prenatal, CommonHealth, Basic, and Family Assistance for persons with HIV can get all of the additional services listed below.

Adults who are enrolled in MassHealth Essential can get all of the additional services listed below, except for vision, chiropractor, and orthotic services. MassHealth Essential does not cover those services.

MassHealth will cover the following services for eligible adults, starting July 1, 2006. Certain conditions and limitations may apply (for example, some services need prior approval).

- **Dental Services.** MassHealth will cover medically necessary dental services including checkups, cleanings, fillings, certain endodontics (like root canals), and dentures. Some of these services need prior approval. Adults will no longer have to qualify for special circumstances to get these services. There will be no interruption in the services you are currently receiving. For a list of dentists who accept MassHealth, go to www.mass.gov/masshealth/dentists.
- **Vision Services.** MassHealth will cover medically necessary eyeglasses, eyeglass parts, eyeglass dispensing, certain contact lenses, and other visual aids, including magnifying aids. (These vision services are not covered for members enrolled in MassHealth Essential.) Vision exams continue to be covered by MassHealth.
- **Chiropractor Services.** MassHealth will cover medically necessary services you receive from a chiropractor. (Chiropractor services are not covered for members enrolled in MassHealth Essential.)
- **Orthotics.** MassHealth will cover medically necessary orthotic services. In addition to other changes, coverage for orthotic shoes will no longer be restricted to members with severe diabetic foot disease. (Orthotic services are not covered for members enrolled in MassHealth Essential.)
- **Prosthetics.** MassHealth will cover medically necessary prosthetic services.

(continued on back)

- **Certain 24-hour substance abuse treatment services.** MassHealth will cover 24-hour post-medical detoxification substance abuse treatment services, defined as Level IIIB and Level IIIC by the Massachusetts Department of Public Health's Bureau of Substance Abuse Services.
- **Acute hospital inpatient administratively necessary days.** MassHealth will cover all administratively necessary inpatient stays.

Tobacco Cessation Services for Members of Any Age

In addition to the services listed above, as of July 1, 2006, MassHealth will cover tobacco cessation services for eligible MassHealth members of any age who smoke or use tobacco products, such as chewing tobacco. MassHealth will cover tobacco cessation services for members enrolled in MassHealth Standard, Prenatal, CommonHealth, Family Assistance for persons with HIV, and for members who get direct coverage (not premium assistance) for MassHealth Basic, Essential, and Family Assistance for children.

MassHealth members may receive group or individual counseling by requesting tobacco cessation counseling services from their doctor. These services are available through MassHealth physicians, community health centers, and hospital outpatient departments (other than the emergency department). Also, members may request a prescription from their doctor for nicotine replacement medicine, including nicotine patches, gum, and lozenges, and certain other medicines to help members in the process of quitting tobacco.

Questions

This notice contains a summary of the new benefits. MassHealth regulations can be found on the MassHealth Web site at www.mass.gov/masshealth. If you have questions about these changes, call the MassHealth Customer Service Center at 1-800-841-2900 (TTY: 1-800-497-4648 for people with partial or total hearing loss). The Customer Service Center hours are between 8:00 A.M. and 5:00 P.M., Monday through Friday.

If you are a consumer of the Massachusetts Commission for the Blind, and you have questions about these changes, you may also call 1-800-392-6450 (TTY: 1-800-392-6556 for people with partial or total hearing loss).



May 2006

Dear CMSP Member, Parent, or Caretaker:

We are pleased to tell you that because of a new state law, your child may get better health-insurance coverage than he or she is now getting from the Children's Medical Security Plan (CMSP) or the Uncompensated Care Pool (UCP). (UCP is also called Partial Free Care.) Based on your family income, your child may soon get more complete benefits under MassHealth Family Assistance.

During July and August, we will send letters to the homes of all children who move from CMSP to MassHealth with the date MassHealth coverage will start. On the date that MassHealth coverage starts, your child will no longer be eligible for CMSP. Instead, your child will get more benefits through MassHealth. Below is some basic information about this new MassHealth coverage and important information about what you will need to do to make sure your child gets this new coverage.

Help with health-insurance premiums

If your employer offers family health-insurance coverage that you have not been able to afford, MassHealth may be able to help you pay the premiums for this coverage instead of providing benefits to your child directly. You will be required to enroll in qualifying employer-sponsored insurance that is offered to you at your job. **Signing up for family health-insurance coverage at your job is a great way to get health insurance for parents and children.** We will send you more information about this in the future if we receive information that your child can get qualified health insurance through your employer. MassHealth will cover your child directly for a period of time while you make arrangements at your job to enroll in family health-insurance coverage.

More complete benefits

MassHealth provides Family Assistance direct coverage for children when employer-sponsored health insurance is not available. This coverage includes all the benefits now covered by CMSP and UCP, and many more benefits if they are medically necessary services, including:

- **Inpatient and outpatient hospital coverage:** MassHealth **includes** inpatient hospital coverage that CMSP does not. And, unlike UCP, MassHealth has no deductibles. You will not have to worry about hospital bills for your child!
- **Dental coverage:** MassHealth **does not limit** dental benefits to \$750 the way CMSP does.
- **Full pharmacy coverage:** MassHealth **does not limit** pharmacy benefits to \$200 the way CMSP does.
- **Mental health and substance abuse treatment**

services: MassHealth **does not** limit these services the way CMSP does.

- **MassHealth provides eyeglasses, medical supplies and equipment, and more.**
- **No copayments:** Unlike CMSP, MassHealth **does not charge** copayments for any benefits for children and, unlike UCP, MassHealth **has no** deductibles or coinsurance for children.

Choice of health plans

MassHealth offers a choice of health plans if you cannot get health insurance from your employer. Under these health plans, children have access to thousands of health-care providers across the state, including primary-care physicians, specialists, hospitals, community health centers, and more.

MassHealth premiums

You will not have to pay any copayments or deductibles for MassHealth direct coverage, but you will be charged a monthly premium. Depending on your family income, you will be charged either \$20 per child per month (up to a maximum of \$60 per month for three or more children) or \$28 per child per month (up to a maximum of \$84 per month for three or more children).

The letter you will get from MassHealth will tell you what your monthly premium amount will be. If at times you cannot pay your monthly premiums, MassHealth has payment plans. There are also waivers of premium payments if you have a hardship. You will receive more information about MassHealth premiums in future letters from MassHealth.

What you need to do now

- Continue to pay CMSP premiums until your child's new MassHealth coverage begins.
- Respond to any requests for information or redeterminations from CMSP.
- Tell MassHealth if you move.

Important: If your child loses CMSP coverage because premiums are not paid or because you did not respond to information requests, MassHealth **will not** be able to automatically enroll your child in Family Assistance and your child will not be able to reenroll in CMSP.

Questions

If you have any questions, please call the MassHealth Customer Service Center at 1-800-841-2900 (TTY: 1-800-497-4648 for people with partial or total hearing loss), Monday through Friday, 8 AM to 5 PM.

MassHealth—a better plan for your child.





Commonwealth of Massachusetts
EOHHS
Oficina de Medicaid

Mayo, 2006

Estimado afiliado de CMSP, padre o guardián:

Tenemos el placer de informarle que debido una nueva ley del estado, su hijo puede tener una mejor cobertura de seguro médico que la que hoy tiene a través del Plan de seguridad médica para niños [Children's Medical Security Plan (CMSP)] o del Fondo no común no compensado para servicios médicos de Cuidado [Uncompensated Care Pool (UCP)]. (UCP también se conoce como Cuidado parcial gratuito o Partial Free Care). Basado en sus ingresos familiares, su hijo podrá pronto obtener beneficios más completos a través de MassHealth Family Assistance.

Durante julio y agosto, enviaremos cartas a las casas de todos los niños que se transfieren de CMSP a MassHealth con la fecha en que comenzará la cobertura de MassHealth. En la fecha en que comience la cobertura de MassHealth su hijo ya no será elegible para CMSP. En su lugar, su hijo recibirá más beneficios a través de MassHealth. A continuación hay alguna información básica sobre esta nueva cobertura de MassHealth e información importante sobre lo que usted debe hacer para asegurar que su hijo tenga esta nueva cobertura.

Ayuda con las primas del seguro médico

Si su empleador ofrece un seguro médico de cobertura familiar que usted no ha podido pagar, es posible que MassHealth pueda ayudarle a pagar sus primas para esta cobertura en lugar de proveer directamente beneficios a sus hijos. Usted tendrá que afiliarse a un seguro calificado que sea patrocinado por su empleador y ofrecido en su lugar de trabajo. **El afiliarse a una cobertura de seguro médico familiar en su trabajo es una gran manera de tener seguro médico para padres e hijos.** Le enviaremos más información sobre esto en el futuro si recibimos información de que su hijo puede recibir un seguro médico calificado a través de su empleador. MassHealth cubrirá a su hijo directamente por un periodo mientras que usted hace las gestiones necesarias en su trabajo para enrolar su familia en un seguro médico familiar.

Beneficios más completos

MassHealth provee cobertura directa a través de Family Assistance para niños cuando no existe por parte del empleador un seguro médico. Esta cobertura incluye todos los beneficios que hoy día cubren CMSP y UCP, y muchos otros beneficios si fueren médicamente necesarios, tales como:

- **Cobertura hospitalaria para pacientes hospitalizados y ambulatorios:** MassHealth incluye cobertura hospitalaria para pacientes hospitalizados

que CMSP no provee. Al contrario que UCP, MassHealth no tiene deducción de gastos. ¡Usted no tendrá que preocuparse sobre las facturas del hospital para sus hijos!

- **Cobertura dental:** MassHealth **no limita** los beneficios dentales a \$750 como hace CMSP.
- **Cobertura total para la farmacia:** MassHealth **no limita** los beneficios de farmacia a \$200 como hace CMSP.
- **Servicios para la salud mental y tratamiento del abuso de sustancias:** MassHealth **no limita** estos servicios como hace CMSP.
- **MassHealth provee gafas, suministros y equipos médicos y mucho más.**
- **No hay copagos:** Al contrario que CMSP, MassHealth **no impone** copagos en los beneficios para niños y, al contrario que UCP **no tiene** deducciones de gastos o coseguro para los niños.

Elección de planes médicos

MassHealth ofrece una selección de planes médicos si usted no puede recibir un seguro médico a través de su empleador. A través de estos planes médicos, los niños tienen acceso a miles de proveedores de cuidados para la salud en todo el estado, incluyendo médicos de cabecera, especialistas, hospitales, centros de salud comunitarios y muchos más.

Primas de MassHealth

Usted no tendrá que efectuar copagos o tendrá deducciones en la cobertura directa por MassHealth, pero se le cobrará una prima mensual. Dependiendo de sus ingresos familiares, se le cobrarán \$20 al mes por niño (hasta un máximo de \$60 al mes por tres o más niños) o \$28 al mes por niño (hasta un máximo de \$84 al mes por tres o más niños).

La carta que recibirá de MassHealth le dirá cual será su prima mensual. Si hay momentos en que

usted no pueda pagar sus primas mensuales, MassHealth tiene planes de pago a plazos. Existen también exenciones del pago de la prima mensual si usted pasa por un momento difícil. Usted recibirá más información en cartas futuras sobre las primas de MassHealth.

¿Qué tiene usted que hacer ahora?

- Continúe pagando las primas de CMSP hasta que comience la nueva cobertura de MassHealth para su hijo.
- Conteste a cualquier petición de información o determinación de CMSP.
- Notifique a MassHealth si se muda.

¡Importante! Si su hijo pierde la cobertura de CMSP debido a que las primas no se pagaron o porque usted no respondió a peticiones de información, MassHealth **no podrá** enrolar a su hijo automáticamente en Family Assistance y su hijo no podrá reinscribirse en CMSP.

Preguntas

Si usted tiene alguna pregunta, llame al Centro de servicios al cliente de MassHealth: 1-800-841-2900 (TTY: 1-800-497-4648 para personas con sordera total o parcial) de lunes a viernes, de 8 de la mañana a 5 de la tarde.

MassHealth—el mejor plan para su hijo.





Uninsured?

Commonwealth Care Your Connection to Good Health

What is Commonwealth Care?

Commonwealth Care is a state insurance program that can help you join a health insurance plan that's right for you, and help you pay for it. Now you can get the health care you need.

What are the benefits?

With Commonwealth Care, you get real health insurance. This means you have access to your health plan's network of healthcare professionals, so you can get the care you need when you need it. Here are some of the benefits:

- Your own doctor
- Regular check-ups to help stay healthy
- Care when you are sick or injured
- Appointments with medical specialists
- Prescription drugs from your local pharmacy
- Treatment for alcohol, drug abuse and mental health problems
- Eye exams and free glasses
- Dental (available to some members)

Do I qualify?

You may be eligible if your family's annual income is at or below the following:

Family size	Monthly	Yearly
1	\$2,723	\$32,676
2	\$3,678	\$44,136
3	\$4,633	\$55,596
4	\$5,588	\$67,056
5	\$6,543	\$78,516
6	\$7,498	\$89,976
7	\$8,453	\$101,436
8	\$9,408	\$112,896

If your income is above these guidelines we still may be able to help. Call us for more information.

What health plans are offered through Commonwealth Care?

- Boston Medical Center HealthNet Plan
- CeltiCare Health Plan
- Fallon Community Health Plan
- Neighborhood Health Plan
- Network Health

How do I ENROLL?



- 1 Fill out a Medical Benefit Request (MBR) form. You can do this at your local hospital, community health center or download the form at www.MAhealthconnector.org. Send in the application and you will receive a letter that tells you if you are eligible for Commonwealth Care.

2

- Get the information you need to enroll, by calling 1-877-MAENROLL or go to the website at www.MAhealthconnector.org.



- 3 Choose your health plan and your doctor.

4

- Pay your monthly premium (if required). Some members will have to pay a monthly bill that is called a premium.



- 5 Call your doctor! Start getting the care you need right away.

How can I learn more?

If you have any questions about enrolling in Commonwealth Care or choosing a health plan that is right for you, we want to help. You can reach us Monday-Friday, 8:00 a.m. to 5:00 p.m. by calling 1-877-MA-ENROLL (1-877-623-6765) • TTY: 1-877-623-7773

All calls are free and private. Some of our counselors speak Spanish and we have free interpreter services for other languages. To learn more, visit our website: www.MAhealthconnector.org.

What Should I Do About the Requirement to Have Health Insurance? Information for Bristol, Essex, Hampden, Middlesex, Norfolk, Suffolk and Worcester Counties

If you are a Massachusetts resident age 18 or older, you are now required to buy a health insurance plan if it's affordable.

If you can get an affordable plan but are not enrolled by December 31, 2007, you will lose your personal tax exemption for your 2007 taxes. This means you will pay about \$219 per person. For 2008 taxes, the penalty will depend on your income and age. You will pay the penalty for each month you don't have insurance, if an affordable plan is available. If you don't have insurance for a period of 63 days or less, you will not pay the penalty for that time.

What counts as insurance?

If you have insurance December 31, 2007, you meet the requirement and will not pay a penalty on your 2007 tax return. Some kinds of coverage you could have are:

- Insurance you bought through your employer
- Any MassHealth or Commonwealth Care plan
- Medicare (Part A or B), TRICARE, or V.A. health benefits
- Private coverage you bought from a licensed insurance company, including COBRA

The Health Safety Net (Free Care) does NOT count as health insurance.

How do I prove that I have insurance on my 2007 tax return?

Starting in January 2008, your insurance company or employer will send you a special tax form called 1099-HC showing that you have insurance. Check the box on your Massachusetts tax return saying you do have insurance and keep the form for your records.

What if I do not have insurance right now?

Follow the steps below to find out if the requirement applies to you.

Step 1: Can I get low-cost health insurance from Massachusetts?

- If you can get MassHealth or Commonwealth Care, you must sign up to meet the requirement. You may be eligible if you make less than 300% of the federal poverty level (\$31,212 a year for a single person, \$63,612 for a family of four).
- Complete a Medical Benefit Request form to apply for MassHealth or Commonwealth Care. Call the Health Care For All Helpline at 1-800-272-4232 or MassHealth at 1-888-665-9993 for help. It can take more than two months to enroll in these programs from when you first apply, so call as soon as possible.
- If you believe Commonwealth Care is too expensive, contact Health Care For All for help asking for a premium reduction.
- Once you enroll in MassHealth or Commonwealth Care, you are all set. If you can't get one of these programs, see Step 2.

Step 2: What price of insurance is considered affordable for me?

- Are you single, married, or a family with children? Find the table on the next page that matches your family situation.
- What is your family's adjusted gross income? Look at your 2006 federal income tax return to check what this is. Find your income level in the left side of the table.
- Look across the row with your income to see the monthly cost of a health plan that counts as affordable for you. Write this amount down.

For Single People

If your adjusted gross income is...	... then you have to buy a plan if you can get one that costs the same or less than these monthly premium amounts:
Less than or equal to \$15,315	\$0- If you can't get free MassHealth or Commonwealth Care, you will not pay any penalty
\$15,316 to \$20,420	\$35
\$20,421 to \$25,525	\$70
\$25,526 to \$30,630	\$105
\$30,631 to \$35,000	\$150
\$35,001 to \$40,000	\$200
\$40,001 to \$50,000	\$300

If your income is over \$50,000, you are considered able to afford an insurance plan. This means you need to buy insurance either through your employer or on your own.

For Married Couples Without Children

If your adjusted gross income is...	... then you have to buy a plan if you can get one that costs the same or less than these monthly premium amounts:
Less than or equal to \$20,535	\$0- If you can't get free MassHealth or Commonwealth Care, you will not pay any penalty
\$20,536 to \$27,380	\$70
\$27,381 to \$34,225	\$140
\$34,226 to \$41,070	\$210
\$41,071 to \$50,000	\$270
\$50,001 to \$60,000	\$360
\$60,001 to \$80,000	\$500

If your income is over \$80,000, you are considered able to afford an insurance plan. This means you need to buy insurance either through your employer or on your own.

For Families With Children

If your adjusted gross income is...	... then you have to buy a plan if you can get one that costs the same or less than these monthly premium amounts:
Less than or equal to \$25,755	\$0- If you can't get free MassHealth or Commonwealth Care, you will not pay any penalty
\$25,756 to \$34,340	\$70
\$34,341 to \$42,925	\$140
\$42,926 to \$51,510	\$210
\$51,511 to \$70,000	\$320
\$70,001 to \$90,000	\$500
\$90,001 to \$110,000 a year before taxes	\$720

If your income is over \$110,000, you are considered able to afford an insurance plan. This means you need to buy insurance either through your employer or on your own.

Step 3: Can I get insurance from my job?

- Does your employer offer you insurance? How much would you need to pay each month? If you're not sure, talk with your employer to find out.
- If insurance from your job costs the same or less than the amount that counts as affordable for you, you must buy this insurance to meet the requirement. Talk with your employer to find out when you can sign up.
- If your employer does not offer coverage, or the monthly cost is higher than the amount that counts as affordable for you, see Step 4.

Step 4: Is there an affordable Commonwealth Choice plan available to me?

- Commonwealth Choice plans are new in Massachusetts. They are offered by private insurance companies and the state helps people shop for them online and over the phone. You may be able to afford one of these plans.
- Are you single, married, or a family with children? Find the table below that matches your family situation.
- Find your age bracket in the left part of the table. If there is more than one person in your family, use the age of the oldest person.
- Look across the row with your age bracket to see how much the least expensive plan you can get costs.
- You DO have to buy insurance if the cost of the least expensive plan is the same or less than the amount that counts as affordable for you- the number you wrote down before. You can buy a Commonwealth Choice plan, or another one you like better.
- You do NOT have to buy insurance if the least expensive plan costs more than the amount that counts as affordable for you. There will be a box for you to check on your 2007 state income tax form and you will not pay any penalty. For this to work, you need to use the same information on your tax form as you did just now.

For Single People

Your Age	Least expensive plan you can get where you live
Up to age 26	\$150
27-29	\$185
30-34	\$185
35-39	\$185
40-44	\$235
45-49	\$235
50-54	\$280
55-59	\$370
60+	\$370

For Married Couples Without Children

Your Age	Least expensive plan you can get where you live
Up to age 26	\$300
27-29	\$370
30-34	\$370
35-39	\$370
40-44	\$470
45-49	\$470
50-54	\$560
55-59	\$740
60+	\$740

For Families With Children

Your Age	Least expensive plan you can get where you live
Up to age 26	\$570
27-29	\$570
30-34	\$760
35-39	\$750
40-44	\$750
45-49	\$780
50-54	\$880
55-59	\$1,020
60+	\$1,130

Step 5: Sign up for a Commonwealth Choice plan

- Go to www.mahealthconnector.org or call 1-877-MA-ENROLL to shop for a plan.
- If you want to find the least expensive plan, look for Bronze Level plans with prescription drug coverage.

What if I can't afford the plan that counts as affordable?

If something happened in 2007 that kept you from being able to afford insurance, you can fill out a Hardship Appeal on your 2007 taxes. If you are given a Hardship Appeal, you will not pay a tax penalty for not having insurance. The form will let you check one of seven reasons that you were not able to afford health insurance. Later, you will give the Health Connector more information about your situation, and they will decide whether to give you an appeal. You will not pay the penalty while the Connector is deciding whether to give you the appeal. Getting a Hardship Appeal will not make you eligible for Commonwealth Care or MassHealth.

Reviewed 2/12/08

This Fact Sheet is published by Health Care For All. To request fact sheets or a presentation, call 617-275-2813 or email chow@hcfama.org.

Community groups are welcome to reprint and distribute this fact sheet.

Do you need health insurance?

If you live in Massachusetts, there are new health insurance programs available and we can help. Contact us today to find out how to apply.

We can help.
Just ask.



MHA MASSACHUSETTS HOSPITAL ASSOCIATION



*Funding for this brochure was provided by the Massachusetts
Executive Office of Health and Human Services - 2007*

www.getthehealthcoverage.net

You may be able to get health insurance at little cost.

There's a new law in Massachusetts requiring that adults 18 and over have health insurance.

There are several low-cost health insurance programs for adults and children who live in Massachusetts. In addition, there are some new options. It is easy to apply and our staff can help explain the choices that may be available for you.



Health insurance can cover the cost of:

- Doctor visits
- Hospital stays
- Mental health, alcohol, and drug abuse treatment
- Prescription drugs
- Emergency care

How much will I have to pay?





This depends on your annual household income. Some health insurance only requires small co-payments (money you pay each time you use certain healthcare services). Some health insurance has a monthly premium (money you pay each month) and co-payments.





What do I need to bring when I apply?

- Proof of your annual household income (payroll stubs, social security, letter from your employer, tax returns, or bank statements)
- Proof of citizenship and identity if you are a US Citizen (photo ID and birth certificate, or passport)
- Non-citizens need to bring proof of immigration status, if any



Health Plans in Commonwealth Care

			
Contact: Boston Medical Center (BMC) HealthNet Plan — Phone: 1-800-792-4355 TTY: 1-866-765-0055 Web: www.bmchp.org	Contact: Fallon Community Health Plan (FCHP) — Phone: 1-800-868-5200 TTY: 1-877-608-7677 Web: www.fchp.org	Contact: Neighborhood Health Plan (NHP) — Phone: 1-800-462-5449 TTY: 1-800-655-1761 Web: www.nhp.org	Contact: Network Health — Phone: 1-888-257-1985 TTY: 1-888-391-5535 Web: www.network-health.org
About this plan Areas served: BMC HealthNet Plan serves all areas of Massachusetts Languages: Has providers or medical staff who speak English, Spanish, Haitian Creole, Portuguese, Russian and more Offices: Has medical providers (doctors) who practice in: <ul style="list-style-type: none"> • Community Health Centers • Hospital-based group practices • Multi-specialty group practices • Private group or individual offices 	About this plan Areas served: FCHP serves Central and Eastern Massachusetts Languages: Has providers or medical staff who speak English, Spanish, Hindi, Portuguese, Russian, Chinese and more. Offices: Has medical providers (doctors) who practice in multi-specialty group practices.	About this plan Areas served: NHP serves Central, Eastern, Northern, Southeastern, and Western Massachusetts Languages: Has providers or medical staff who speak English, Spanish, Portuguese, Chinese, Haitian Creole, Russian and more. Offices: Has medical providers (doctors) who practice in: <ul style="list-style-type: none"> • Community Health Centers • Hospital-based group practices • Multi-specialty group practices • Private group or individual offices 	About this plan Areas served: Network Health serves Central, Eastern, Northern, Southeastern, and Western Massachusetts Languages: Has providers or medical staff who speak English, Spanish, Portuguese, Haitian Creole, Cantonese, and more. Offices: Has medical providers (doctors) who practice in: <ul style="list-style-type: none"> • Community Health Centers • Hospital-based group practices • Multi-specialty group practices • Private group or individual offices
Benefits and copays in these plans All health plans offer the same basic health benefits (services) and the same copays (payments for services). See the brochure, <i>Benefits and Copays</i>.			
Alcohol, drug abuse and mental health A full range of treatment is offered by the plan. Call BMC HealthNet Plan to learn more. Phone: 1-877-957-5600 TTY: 1-866-765-0055	Alcohol, drug abuse and mental health A full range of treatment is offered by Beacon Health Strategies for FCHP. Call Beacon to learn more. Phone: 1-888-421-8861 TTY: 1-781-994-7660	Alcohol, drug abuse and mental health A full range of treatment is offered by Beacon Health Strategies for NHP. Call Beacon to learn more. Phone: 1-800-414-2820 TTY: 1-781-994-7660	Alcohol, drug abuse and mental health A full range of treatment is offered by the plan. Call Network Health to learn more. Phone: 1-888-257-1986 TTY: 1-617-806-8196
Vision care For all health plans in Commonwealth Care, the basic vision benefit is a routine eye exam and free glasses every 24 months. Each plan may offer extra coverage for glasses and contact lenses. To know the exact vision benefits offered by a plan, call the plan or call Commonwealth Care at 1-877-MA-ENROLL (1-877-623-6765).			
Page 1 • Health Plans in Commonwealth Care • Questions? Call 1-877-MA-ENROLL (1-877-623-6765) Monday - Friday 8 a.m. to 5 p.m. TTY: 1-877-623-7773. www.masscommonwealthcare.com • Over ➡			

Health Plans in Commonwealth Care, <i>continued</i>			
			
Extras BMC HealthNet Plan offers: <ul style="list-style-type: none"> • A free nurse advice line. You can call 24 hours a day, 7 days a week if you or a family member are sick or hurt, or for any health questions. • No referrals for visits to BMC HealthNet Plan specialists. • <i>Member News</i>, a quarterly member newsletter. • A website at www.bmchp.org with information about benefits and health topics such as asthma, how to quit smoking, how to have a healthy baby, and many others. You can also find a PCP or specialist, do a self-health assessment, request a new ID card, change your PCP, or change your address or personal information through our secure site. • Discounts to Weight Watchers. • Discounts on gym memberships. 	Extras FCHP offers: <ul style="list-style-type: none"> • Free phone calls with nurses and other health care professionals, 24 hours a day, 7 days a week. • No referrals for visits to Fallon Clinic specialists. • Discounts on chiropractic care (beyond standard benefit), acupuncture, massage therapy, health and wellness products, vitamins and fitness equipment. • Discounts at fitness centers. • The <i>It Fits!</i> program pays a member up to \$100 for certain healthy activities, such as fitness club memberships, Pilates and yoga by certified instructors, Weight Watchers, and town and school sports programs. • <i>Healthy Communities</i>, free quarterly health guide. • A website at www.fchp.org: find a PCP or specialist, change your address, contact customer service, e-mail your questions, get important health information, access the Healthwise® Knowledgebase, create a Personal Wellness Profile™. 	Extras NHP offers: <ul style="list-style-type: none"> • <i>Health Needs A Plan</i>: A free home medical reference book, in English or Spanish, with information on more than 200 common health concerns. • No referrals for visits to Neighborhood Health Plan specialists. • Free registration at Weight Watchers. • <i>Our Neighborhood</i>, a twice yearly newsletter in English and Spanish about health and NHP services. • A website at www.nhp.org with the Healthwise® Knowledgebase and <i>Smart Neighbor</i>, a list of over 450 medical and social resources. 	Extras Network Health offers: <ul style="list-style-type: none"> • Free phone calls with doctors, nurses, social workers and other health care professionals, 24 hours a day, 7 days a week. • No referrals for visits to Network Health specialists. • Products to help you quit smoking. • Free Weight Watchers registration and discounts on gym memberships. • <i>MemberCare</i>, a quarterly member newsletter in English and Spanish, with information on important health topics and Network Health services. • A website at www.network-health.org where you can find a PCP or specialist, change your address, e-mail your questions, and get important health information.
Education and case management BMC HealthNet Plan offers (restrictions may apply): <ul style="list-style-type: none"> • Asthma management: Home visits, home environment assessment, nurse care managers and community resource care managers. • Diabetes and congestive heart failure management: Education plan, nurse care managers and home visits when needed. • HIV/AIDS: Community resource care managers and home visits when needed. • Pregnancy and parenting: Childbirth and parenting classes, help on pregnancy and parenting issues from nurse care managers and community health workers. • Community resource help: Care managers to assist with housing, food, heating fuel and clothing needs. 	Education and case management FCHP offers (restrictions may apply): <ul style="list-style-type: none"> • Stop smoking: nicotine patches, group sessions, telephone counseling. • Asthma, coronary artery disease, diabetes and heart failure: Disease management with provider coordination of care and services, classes, informational booklets and telephone support by a registered nurse. • Care coordination: FCHP has case management services that help you coordinate pregnancy, short-term illnesses and medical and social issues. • "Coming Home" program: Support to members following hospitalization. • Member outreach: FCHP calls members to help them better understand their benefits and their health care insurance. 	Education and case management NHP offers (restrictions may apply): <ul style="list-style-type: none"> • Care Coordination: An NHP Care Manager, like a personal health coach, works with you, your doctor, and your family to help figure out services you want and need. • Social Care Managers: NHP connects you with community resources for housing, food, heat and clothing you may need. • Stop Smoking: Nicotine replacement medicines and individual telephone counseling. • Asthma: Disease management, education, home environmental assessments and telephone support. • Diabetes: Disease management, education, home visits and telephone support. • Pregnancy: NHP's <i>For You Two</i> program offers help with pregnancy and answers questions about parenting. 	Education and case management Network Health offers (restrictions may apply): <ul style="list-style-type: none"> • Coordinated care: We bring together our medical, pharmacy, behavioral health, and social care management teams to ensure you get the best possible care. • Social care managers: We link you with community resources to help you get the support you need. • Personal health coaches: Our coaches are available 24/7 to assist you with managing chronic illness, if needed, and to help provide access to additional online, printed, and video health information. • Diabetes program: We offer education, support, and free BROOKS® pharmacy gift cards to help manage your diabetes. • Pregnancy program: We offer proactive help with your pregnancy and parenting questions.
Page 2 • Health Plans in Commonwealth Care • Questions? Call 1-877-MA-ENROLL (1-877-623-6765) Monday - Friday 8 a.m. to 5 p.m. TTY: 1-877-623-7773. www.masscommonwealthcare.com			

**Office of Medicaid Advocate Meeting
Friday, April 8, 2011**

Agenda

- I. Welcome/Intros**
- II. Commonwealth Care Updates**
 - Upcoming regulatory changes
 - Open Enrollment
- III. Access to Behavioral Health Providers**
- IV. Budget and Policy Updates**
 - ACA Subsidized Workgroup Update
 - House Ways and Means Budget – impact on MassHealth
- V. Operations Updates**
 - Field Offices Application and Renewals Processing Times
 - Populations being considered for Administrative Renewal
 - Citizenship Verification – Update on MassHealth Match with Social Security’s SVES system
 - Update on PARIS match

MASSACHUSETTS GENERAL LAWS, CHAPTER 58 OF THE ACTS OF 2006

SECTION 104. Item 4000-0352 of section 2 of chapter 45 of the acts of 2005 is hereby amended by inserting after the words "administered by the executive office" the following words: ; provided, that grants shall be awarded to groups statewide, including areas in which the United States Census deems a high percentage of uninsured individuals and areas in which there are limited health care providers; provided further, that funds shall be awarded as grants to community and consumer-focused public and private nonprofit groups to provide enrollment assistance, education and outreach activities directly to consumers who may be eligible for MassHealth or subsidized health care coverage, and who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status and representative of communities throughout the commonwealth; provided further, that funds shall be allocated to provide informational support and technical assistance to recipient organizations and to promote appropriate and effective enrollment activities through the statewide health access network; provided further, that the cost of information support and technical assistance shall not exceed 10 per cent of the appropriation and shall not be used to defray current state obligations to provide this assistance.

Outreach and Enrollment Grants Summary 2005-2011

Fiscal Year + Funding Source	Grant Model	Grant Range and Number of Grantees	Focus of Activities
FY06 \$500,000 Funding Source: State Budget	Mini-Grants	~\$10,000-\$16,000 20 Grant Recipients	Mini-Grants <ul style="list-style-type: none"> Identifying and enrolling individuals who qualify for MassHealth coverage but are not enrolled. Assisting individuals file their applications electronically via the Virtual Gateway Earmarked Entities <ul style="list-style-type: none"> Supporting Covering Kids Initiative and identifying and enrolling individuals in specific regions of the state
	Earmarked Entities	~\$137,500 ~\$78,500 2 Grant Recipients	
FY07 \$3.5 Million Funding Source: State Budget	Mini-Grants Renewals	~\$20,000 17 Grant Recipients	Mini-Grants Renewals <ul style="list-style-type: none"> Identifying and enrolling individuals who qualify for MassHealth coverage but are not enrolled. Assisting individuals file their applications electronically via the Virtual Gateway Earmarked Entities Renewal <ul style="list-style-type: none"> Supporting Covering Kids Initiative and identifying and enrolling individuals in specific regions of the state Model A <ul style="list-style-type: none"> Direct Assistance with Outreach and Enrollment for MassHealth and the newly available Commonwealth Care subsidized program. Inclusion of annual redetermination process was also included as part of grantee responsibilities General education to residents on Chapter 58 Model B <ul style="list-style-type: none"> Supplement Model A activities <i>and</i> conduct broad-scale media or local grassroots media campaign targeting individuals potentially eligible for MassHealth or Commonwealth Care (i.e. TV/Radio PSAs and ads, patient waiting room educational videos, posters, postcards brochures)
	Earmarked Entities Renewals	~\$275,000 ~\$157,000 2 Grant Recipients	
	New RFR: Model A	~\$40,000-\$62,000 24 Grant Recipients	
	Model B	~\$80,000-\$390,000 7 Grant Recipients	
FY08 \$3.5 Million Funding Source: State Budget	New RFR: Direct Service	~\$25,000-\$50,000 45 Grant Recipients	Direct Service <ul style="list-style-type: none"> Direct Assistance with Outreach, Enrollment, and Redetermination assistance for MassHealth and the Commonwealth Care subsidized program. Inclusion of non-subsidized private health insurance options available via Commonwealth Choice in responsibilities General education to residents on Chapter 58, including inquiries about the individual mandate

	New RFR: Network	~\$125,000-\$170,000 7 Grant Recipients	<p>Network:</p> <ul style="list-style-type: none"> Serve as lead entity in development of a network of participating organizations as well as development and execution of an effective, non-duplicative outreach and enrollment work plan for its network. Network organizations include both traditional (hospitals, community health centers) and non-traditional organizations (such as local community colleges, business associations, civic groups) to collectively conduct outreach and enrollment. Lead entity serve as single point of contact for the state concerning all network activities.
FY09 \$3.5 Million Funding Source: \$1M MH state budget (HEFA \$2M Connector \$500K)	New RFR: Multi-Year Direct Service	~\$25,000-\$50,000 51 Grant Recipients	<p>Multi-Year Direct Service:</p> <ul style="list-style-type: none"> Core outreach, enrollment, and redetermination for subsidized MassHealth and Commonwealth Care and nonsubsidized Commonwealth Choice health care coverage. Strong emphasis on access to care linking member to primary care clinician), preventative and wellness education General education to residents on Chapter 58, including information about the individual mandate and minimum creditable coverage, as well as assisting individuals in understanding the affordability regulations.
	Network Renewals	~\$50,000-\$96,000 7 Grant Recipients	<p>Network Renewals</p> <ul style="list-style-type: none"> Serve as lead entity in development of a network of participating organizations as well as development and execution of an effective, non-duplicative outreach and enrollment work plan for its network. Network organizations include both traditional (hospitals, community health centers) and non-traditional organizations (such as local community colleges, business associations, civic groups) to collectively conduct outreach and enrollment. Lead entity serve as single point of contact for the state concerning all network activities.
FY10 Funding Source: \$2.5 Million HEFA \$2M Connector \$500K	Multi-Year Direct Service	~\$25,000-\$50,000 51 Grant Recipients	<p>Multi-Year Direct Service:</p> <ul style="list-style-type: none"> Core outreach, enrollment, and redetermination for subsidized MassHealth and Commonwealth Care and nonsubsidized Commonwealth Choice health care coverage. Strong emphasis on access to care linking member to primary care clinician), preventative and wellness education

			<ul style="list-style-type: none">• General education to residents on Chapter 58, including information about the individual mandate and minimum creditable coverage, as well as assisting individuals in understanding the affordability regulations.
FY11 \$2.5 Million Funding Source: Connector \$2.5M	Multi-Year Direct Service	~\$25,000-\$50,000 51 Grant Recipients	Multi-Year Direct Service: <ul style="list-style-type: none">• Core outreach, enrollment, and redetermination for subsidized MassHealth and Commonwealth Care and nonsubsidized Commonwealth Choice health care coverage.• Strong emphasis on access to care (linking member to primary care clinician), preventative and wellness education• General education to residents on Chapter 58, including information about the individual mandate and minimum creditable coverage, as well as assisting individuals in understanding the affordability regulations.

***COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID
ONE ASHBURTON PLACE, 11TH FLOOR
BOSTON, MA 02108***

Request for Responses

for

MassHealth and Commonwealth Care Enrollment Outreach Grants

September 6, 2006

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RFR ATTACHMENTS

ATTACHMENT A:

**FY07 Budget Language Authorizing Enrollment Outreach Grants
Chapter 58 of the Acts of 2006 Language Authorizing Enrollment Outreach Grants**

ATTACHMENT B: Mandatory Forms and Certifications

**Exhibit 1: Commonwealth of Massachusetts Standard Contract Form
Exhibit 2: Commonwealth Terms and Conditions
Exhibit 3: Request for Taxation Identification Number and Certification (W-9)
Exhibit 4: Contractor Authorized Signature Verification Form
Exhibit 5: Affirmative Market Program Plan
Exhibit 6: Affirmative Action Plan Form
Exhibit 7: Consultant Contractor Mandatory Submission Form
Exhibit 8: Northern Ireland Notice and Certification
Exhibit 9: Authorization for Electronic Funds Payment
Exhibit 10: Business Associate Agreement**

ATTACHMENT C: Cost Response Form (Budget Worksheet)

ATTACHMENT D: Additional Contract Terms

SECTION 1. OVERVIEW

MassHealth, the Massachusetts Medicaid program, is a joint state-federal program administered by the Executive Office of Health and Human Services Office of Medicaid (EOHHS), in accordance with Title XIX of the Social Security Act and federal waivers. MassHealth also comprises the State Children's Health Insurance Program (SCHIP, Title XXI of the Social Security Act), CommonHealth (support for the disabled), and other health benefit programs for specific populations. MassHealth offers health care coverage for eligible families with children under 19, pregnant women, working people, people unemployed for over 12 months, individuals with disabilities, eligible individuals living with HIV disease, and low-income seniors, and provides health care premium assistance for businesses with fewer than 50 employees. Some members pay a monthly premium depending on income and family size. Nearly one out of six Massachusetts residents is a MassHealth member.

The Commonwealth Care Health Insurance Program (Commonwealth Care) is an insurance-based premium assistance program for Massachusetts, administered by the Commonwealth Health Insurance Connector Authority (the Connector). Commonwealth Care will begin to be phased in on October 1, 2006. The program will offer health care coverage for uninsured low-income adults (at or below 300% of the federal poverty limit (FPL), who are not eligible for MassHealth or Medicare and who are U.S. citizens or qualified aliens. Some examples of eligible populations include non-working individuals, self-employed individuals, and working individuals whose employers do not offer health insurance or who are not eligible for insurance at their place of business, such as part-time workers, contractors and new employees. While the eligibility criteria for MassHealth and Commonwealth Care are different, the application process for these health insurance programs is integrated.

EOHHS is issuing this Request for Responses (RFR) to solicit grant proposals from community and consumer-focused public and private nonprofit organizations for activities directed at reaching and enrolling Massachusetts residents in MassHealth and Commonwealth Care. The Massachusetts Division of Health Care Finance and Policy recently estimated that approximately 6% of Massachusetts residents (approximately 372,000) are uninsured. A significant number of the uninsured meet eligibility criteria for MassHealth or Commonwealth Care. Governor Romney and the Legislature have prioritized the task of identifying and enrolling individuals who qualify for MassHealth and Commonwealth Care but are not yet enrolled. As one means to accomplish this task, the state Fiscal Year 2007 budget and the recently passed health care reform law include, funding for enrollment outreach grants to community and consumer-focused public and private nonprofit organizations.

Approximately \$2,700,000 is available for this RFR. (See **Attachment A.**) EOHHS anticipates approximately 50% of the funding will be awarded to a large number of qualified organizations submitting proposals for Model A grants (Traditional Enrollment, Outreach and Redetermination assistance), in the form of mini-grants ranging between \$30,000-\$67,000, and that approximately 50% of the funding will be available for a relatively small number of qualified organizations (between 2-5) submitting proposals for the Model B grants (Integrated Outreach and Marketing). Funding will be awarded to qualified organizations statewide, including in places where the U.S. Census deems there is a high percentage of uninsured individuals and in areas where there is a limited number of health care providers. Grant-related activities will include assistance with eligibility determination and redetermination, education and outreach activities, provided directly and indirectly to consumers who may be eligible for MassHealth or Commonwealth Care and who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status. Organizations will help individuals file applications for MassHealth and Commonwealth Care electronically, either through the Virtual Gateway, the Commonwealth's web portal connecting residents and providers with EOHHS systems and services, or using other programs and methods.

- 1.1 Procurement Process:** This RFR is being issued under the provisions of 801 CMR 21.00, which governs the procurement of goods and services by state agencies and requires a competitive procurement process, including the issuance of an RFR for acquisition of all commodities and services. The terms of 801 CMR 21.00 are incorporated by reference into this RFR. Words used but not specifically defined in this RFR shall have the meanings defined in 801 CMR 21.00. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, using English customary weights and measures (feet, pounds, quarts, etc.) and U.S. dollars. All responses must be submitted in accordance with the terms specified in **Section 3**.

This RFR has been distributed electronically using the Commonwealth of Massachusetts Procurement Access and Solicitation System (“Comm-PASS”) at www.comm-pass.com. See **Section 6.1** for more information about Comm-PASS.

EOHHS reserves the right to amend this RFR at any time prior to the date responses are due. Any such amendment will be posted on Comm-PASS. Potential bidders are advised to check this site regularly, as this will be the sole method used for notification of changes.

- 1.2 Duration of Contract:** Contracts resulting from this RFR shall be for fiscal year 2007 (ending June 30, 2007). Any extensions of contracts resulting from this RFR are subject to future legislative appropriation and based on satisfactory performance by any organization that receives a grant under this RFR.
- 1.3 Acquisition Method:** Grants awarded under this RFR shall be for a fixed amount. EOHHS makes no guarantee that a contract, or any obligation to purchase any commodities or services, will result from this RFR.
- 1.4 Single or Multiple Bidders:** Multiple grants will be awarded.
- 1.5 RFR Available to Single or Multiple Departments:** Single department use.
- 1.6 Bidder Qualifications:** To be considered for a grant award pursuant to this RFR, bidders, in addition to all other requirements specified herein, must have:
- A. Knowledge and understanding of MassHealth eligibility criteria, and willingness and capacity to learn Commonwealth Care eligibility criteria;
 - B. Knowledge and understanding of MassHealth and application and enrollment procedures, and willingness and capacity to learn Commonwealth Care application and enrollment procedures;
 - C. Knowledge and understanding of the MassHealth annual eligibility review process, and willingness and capacity to learn Commonwealth Care processes;
 - D. Knowledge and understanding of the various MassHealth coverage types and benefit packages and the demonstrated ability to effectively explain that information to members/applicants, and willingness and capacity to learn the different health plans and benefit package choices available to Commonwealth Care members and to effectively explain those choices;
 - E. A history of learning a new program thoroughly and quickly;
 - F. A history of effective outreach and marketing in the community;
 - G. Demonstrated awareness of or connections to a population of individuals who are potentially MassHealth- or Commonwealth Care-eligible;

- H. Demonstrated capacity for completing program evaluations, tracking applicants, and accurate record keeping; and
- I. Internet access or a plan to develop such capability, and a demonstrated capacity or willingness to assist individuals in submitting applications for MassHealth electronically.

1.7 Conflict of Interest: Please note that neither the bidder nor any subcontractor it proposes to use¹ may have any interest that will conflict with the performance of services required under the Contract resulting from this RFR, or that may be otherwise anti-competitive, as determined by EOHHS, for the duration of the Contract. In order to so demonstrate, a bidder may be required to submit any additional relevant information requested by EOHHS regarding the bidder's or subcontractor's financial, legal, contractual or other business interests. If EOHHS in its judgment determines that a bidder or its subcontractor possesses a conflicting interest, EOHHS may propose or consider any proposal of the bidder for any measures which would eliminate or mitigate such conflicting interest to EOHHS's satisfaction.

SECTION 2. PROGRAM DESCRIPTION

Under any Contract resulting from this RFR, the selected grantees, referred to throughout this document as "Contractors," will be expected to provide the services and deliverables substantially as described herein, informed by the bidder's response to the RFR and any additional requirements negotiated by EOHHS and the Contractor. Contractors will be responsible for the programmatic activities and services outlined in their proposals and as well as for the performance of any subcontractors providing these activities or services, if applicable.

- The programmatic activities are for target populations who are potentially eligible for MassHealth and Commonwealth Care and who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status.
- The services are expected to include outreach and marketing, informing, educating, screening and enrolling applicants for the various state programs for the uninsured, including MassHealth and Commonwealth Care, and assisting applicants or current members to gather and submit all necessary verifications or requests for information during the application and redetermination processes, for both health insurance programs.
- The deliverables are expected to include completing and submitting monthly reports on enrollment, eligibility redetermination and outreach/marketing activities that will be used to evaluate the effectiveness of Contractors' outreach and enrollment efforts. For those conducting wide-scale media or grassroots campaigns, completing and submitting monthly reports on spending and output measures are expected.
- **Organizations must apply for either "Traditional" Model A grants or "Integrated" Model B grants but cannot apply for both.** Model B applications are required to include "traditional" Model A components, which should be integrated with a comprehensive and wide-scale marketing campaign strategy as described below. Bidders are cautioned that proposals for Model B should be submitted only by entities that have demonstrated their ability to successfully carry out the program activities described in this RFR and that are prepared to comply with all the requirements outlined in this RFR for Model B. EHS retains the discretion to consider applicants eliminated for Model B grants for Model A grants, but is under no obligation to do so.

¹ Please note: Only Model B grantees will be permitted to use subcontractors for grant activities.

2.1 **Model A: Traditional Community-Based Outreach, Enrollment and Redetermination Assistance Services**

Under Model A, Contractors will develop effective community-based strategies for reaching and enrolling eligible individuals into MassHealth and Commonwealth Care. Model A-bidders must be able to demonstrate their ability to effectively and efficiently reach the uninsured and underinsured who have not yet been easily identified or served through ongoing enrollment approaches and strategies. Model A bidders must also demonstrate their ability to provide assistance directly or indirectly to applicants for MassHealth or Commonwealth Care. Direct assistance includes providing individuals with assistance in submitting applications, and should also include assistance with responding to any requests for verifications. Indirect assistance may include providing more general education and information support, either to potentially eligible applicants or to community-based organization involved in health care outreach efforts.

2.2 **Model B: Integrated Outreach and Marketing Campaign**

Under Model B, Contractors will supplement traditional Model A approaches by developing and conducting comprehensive broad-scale media or grassroots campaign targeting individuals potentially eligible for MassHealth or Commonwealth Care with clear and concise communication about those programs and how to access them. Model B bidders must demonstrate an ability to design and implement a plan to effectively and efficiently reach and inform large numbers of potentially eligible individuals. Model B bidders must also demonstrate a capacity to develop consumer-friendly and culturally appropriate outreach materials.

Innovative approaches and collaborative partnerships that include community-based organizations within target markets are strongly encouraged. Proposals that include collaborative approaches must identify a lead agency and all partnership organizations. Model B bidders may propose to use subcontractors for performance of activities under a grant.

SECTION 3. **RESPONSE REQUIREMENTS**

3.1 **Response Submission Instructions:** Bidders should follow the RFR's submission instructions carefully. Information wrongly placed or out of sequence may be ignored or treated as missing.

- A. Bidders must submit **one** original (clearly marked "**Original**") and **three** single-sided, reproducible copies of all response documents, bound by a clip. Be sure to include all mandatory forms and attachments. The original and each copy must be clearly labeled with the title of this RFR and the bidding entity's legal name. Responses are to be sent to the address in subsection C, below.
- B. The proposal must contain the following four components:
 1. A Cover Letter signed by an individual authorized to negotiate for and execute the Contract on behalf of the bidder, and that includes **all** of the following information:
 - A statement that the response is a grant application for a MassHealth and Commonwealth Care Enrollment Outreach Grant;
 - a statement that clearly identifies the grant model (Model A or Model B) that is proposed;
 - the name and principal address of the bidder organization;
 - a description of the type of legal entity the bidder is (e.g., not-for-profit corporation, limited partnership, general partnership, trust);

- the name, address, e-mail, fax and telephone number of the bidder's contact person; and
 - a statement that the bidder's response is effective through the date that the bidder executes a grant Contract with EOHHS.
2. A Programmatic Response (maximum length: **six** pages for Model A and **eight** pages for Model B), as described in **Section 3.2**.
 3. The Mandatory Forms and Certifications, as described in **Section 3.3** and RFR **Attachment B**.
 4. A Cost Response (Budget Worksheet and narrative), as described in **Section 3.4** and RFR **Attachment C**. Bidders must attach narrative to budget worksheet, describing in detail how each field on the worksheet is being used and by whom.
- C. Responses must be received by EOHHS at the following address **no later than 3:00 p.m.** on the date stated in **Section 5**. Responses must be addressed to:

Geraldine Sobkowitz, Procurement Coordinator
Executive Office of Health and Human Services, Legal Unit
One Ashburton Place, 11th floor
Boston, MA 02108

Any response received after the deadline will be rejected.

- 3.2 Programmatic Submission Requirements:** The Programmatic Response should reflect the bidder's understanding of the MassHealth Enrollment Outreach Grants project described in **Sections 1** and **2** of this RFR, and should explain how the bidder intends to fulfill the purpose of the grant. The Programmatic Response should specifically address how the bidder meets each of the bidder qualifications outlined in **Section 1.6**. Proposals should be innovative and as specific as possible in describing how and to whom the organization will conduct outreach to difficult-to-reach populations in the bidder's geographic area.

Programmatic proposals may not exceed **six** pages for Model A and **eight** pages for Model B. The cover letter and any other supporting documentation or forms specifically required by this RFR will not be counted in calculating the bidder's page limits. Model B project plans, deliverables and sample marketing materials will not be counted in calculating the bidder's page limits.

Pages should be single-sided and single-spaced. Minimum font size is 11. Minimum margin size is ¾ inch.

All bidders must answer the following questions:

1. Provide a brief abstract of the proposed program (no more than 1-2 paragraphs), including the dollar amount of the grant being requested; and anticipated outcomes (including but not limited to approximations, per month and per grant cycle, of how many applicants will be assisted, how many enrolled, how many reached via outreach efforts).
2. Provide the following information about your organization:
 - a. Describe your mission and programs.
 - b. Briefly describe your experience in providing this type of service. Include information about your organization's level of readiness including a list of current staff that will be involved and their qualifications and any proposed staffing including job description/qualifications for this project.

- c. Address any cultural capacities, foreign language expertise, experience with low-income populations, or other specialized capabilities or experience of your staff or your organization that would be beneficial to this project.
 - d. Briefly describe your plan of sustainability in order to continue these services beyond the grant cycle.
3. Provide a detailed description of the programmatic activities you will implement with the grant funds, including:
 - a. A timeline for the activities you propose to perform, listing each identified activity and deliverable and measure of success;
 - b. A plan for collecting qualitative data timely regarding programmatic activities, including outcome measurements you propose to use and the staff responsible for this task; and
 - c. A description of your target population or market, if any (e.g., individuals with disabilities, homeless, families, working adults, specific ethnic groups, or specific geographic areas).
4. Explain how information technology (IT) is currently used by your organization for MassHealth outreach and eligibility assistance, if at all. Describe your organization's IT resources. Specify what type of internet connection is maintained. If no internet connection is in place, state whether broadband service is available in your location and your organization's vision for future enhancements to its internet capacity.
5. Affirm in writing the following:
 - a. that if awarded a grant, the Contractor will attend all Contract-required MassHealth-sponsored orientations, including Contractor training sessions and all MassHealth Training Forums during the Contract period;
 - b. that if awarded a grant, the Contractor will participate in a statewide evaluation strategy to collect and monitor all quantitative data related to specific outreach and enrollment activities, including the number of applications submitted for MassHealth and Commonwealth Care);
 - c. that if awarded a grant, the Contractor distribute marketing materials developed by MassHealth and the Connector; and
 - d. that all program-specific materials will be submitted to MassHealth for approval prior to distribution.
 - e. Furthermore, **Model B bidders** that intend to use a subcontractor must affirm their understanding that they will not be relieved of any legal obligations under any Contract resulting from this RFR as a result of any contract with a subcontractor; that they shall be fully responsible for the subcontractor's performance; and that all subcontracts and other agreements or arrangements for reimbursement will be in writing, will incorporate the contents of the Business Associate Agreement (**Exhibit 10**), and will contain terms consistent with all terms and conditions of the Contract.

Model B bidders, in addition to answering all of the foregoing questions, must also:

6. Provide copies of project plans used to carry out broad-scale comprehensive media or grassroots campaigns, including timelines, deliverables, samples, spending plans and proposed success measures. Describe your organization's experience in designing consumer-friendly and culturally appropriate outreach materials.

7. If you propose to use a subcontractor, include that information in your response. Identify the subcontractor, if known, and briefly describe its organization. Explain in detail the task(s) for which it will be responsible, and how you will manage and integrate its activities with your responsibilities under the Contract.

3.3 Mandatory Forms and Certifications: The bidder shall submit the Commonwealth-required forms **1-9** identified below. All of the referenced forms (**1-10**) will be incorporated by reference into the RFR and all forms, except **Attachment B, Exhibit 10** (which is attached to this document), are available either as separate files within the “Forms and Specifications” tab of the Comm-PASS posting for this RFR, or on the website of the state’s Operational Services Division. From the Comm-PASS home page (www.comm-pass.com) click on the “OSD homepage” link on the bottom right side of the page. On the OSD home page, in a blue box on the right, click on “Related links,” then select “OSD Forms” and a list of all forms appears.

1. **Commonwealth of Massachusetts Standard Contract**
2. **Commonwealth Terms and Conditions**
3. **Request for Taxpayer Identification Number and Certification (W-9)**
4. **Contractor Authorized Signatory Listing**
5. **Affirmative Market Program Plan** (see **Section 6.10** for more information)
6. **Affirmative Action Plan Form**
7. **Consultant Contractor Mandatory Submission Form**
8. **Northern Ireland Notice and Certification** (see **Section 6.13** for more information)
9. **Authorization for Electronic Funds Payment Form** (see **Section 6.14** for more information)
10. **Business Associate Agreement** (This form is only included with the RFR for bidders’ information – see **Attachment B, Exhibit 10** and **Section 6.9** for more information. Bidders are not required to return this form with their proposal. Only those bidders awarded grants will be required to execute the Business Associate Agreement.)

3.4 Cost Response Requirements (Budget Worksheet and narrative): Bidders shall complete the Budget Worksheet, attached to the RFR as **Attachment C**. Bidders must also submit narrative (no more than one page) to clarify any elements of their Budget Worksheet.

SECTION 4. RESPONSE EVALUATION PROCESS

Responses to this RFR shall be evaluated by an evaluation committee (Committee) appointed by EOHHS.

4.1 Response Review and Evaluation Criteria

- A. Initial Review:** All responses shall be initially reviewed to determine compliance with the general response submission instructions in **Section 3.1** and inclusion of the mandatory forms described in **Section 3.3**. Responses that meet those requirements shall have their Programmatic (**Section 3.2**) and Cost (**Section 3.4**) responses reviewed and evaluated by the Committee against the criteria in **Sections 4.1.B** and **C**, below.

- B. Programmatic Response Review:** The Committee shall qualitatively rate each Programmatic Response by evaluating each element for comprehensiveness, appropriateness, feasibility, clarity, effectiveness, innovation, and responsiveness to the needs of EOHHS. In addition to the Programmatic response, the Committee may consider any relevant information about the bidder known to EOHHS.
- C. Cost Response Review:** Each Cost Response shall be reviewed and rated by the Committee for its reasonableness, effectiveness, and ability to identify those resources, both grant-related and internal, to be used in the bidder's project implementation.
- D. Best Value:** The Committee may recommend responses that demonstrate the best value overall, including proposed alternatives, which will achieve the Legislature's and EOHHS's goals for the grant awards. The Committee and a selected bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected bidder's response that results in lower costs or a more cost-effective or better value than was presented in a selected bidder's original response.
- E. SOMWBA:** The Committee shall give preference to any bidder's aggregate Programmatic and Budget response rating over an equal aggregate rating where the bid is submitted by an organization that is certified as a Minority Business Enterprise (MBE) by the State Office of Minority and Women Business Assistance (SOMWBA). **See Section 6.11.**
- F. Noncompliance:** EOHHS reserves the right to reject a Bidder's response at any time during the evaluation process if the bidder:
- Fails to demonstrate to EOHHS's satisfaction that it meets all RFR requirements;
 - Fails to submit all required information or otherwise satisfy all response requirements in **Section 3**;
 - Has any interest that may, in EOHHS's sole determination, conflict with performance of services for the Commonwealth or be anti-competitive; or
 - Rejects or qualifies its agreement to any of the mandatory provisions of the RFR or the Commonwealth's standard Contract Terms and Conditions.

The Evaluation Committee may determine non-compliance with an RFR requirement is insubstantial. In such cases, the Committee may seek clarification, allow the Bidder to make minor corrections, apply appropriate penalties in evaluating the response, or apply a combination of all three remedies.

- G. Clarifications:** The Committee may determine some element of a Bidder's response requires clarification to verify its responsiveness to the RFR or facilitate a fair comparison with competing proposals. In such cases, the Committee may seek clarification from the bidder. All bidders will be accorded fair and equal treatment with respect to any opportunity for clarification.

- 4.2 Recommendation for Awards:** After the Committee completes its evaluation of all of the responses, the Committee shall make recommendations for Contract awards to the Medicaid Director who shall make award decisions. The Director's decision will be based on the Committee's recommendation and on the best interests of the Commonwealth. Awards are contingent upon successful negotiation of the Contract terms.

SECTION 5. RFR TIMETABLE

All dates are estimated *except* due dates for written inquiries and for receipt of bidder responses.

#	DESCRIPTION	DATE
1	RFR released	9/6/06
2	Deadline for receipt of written questions on the RFR	9/13/06
3	Anticipated date for written answers	9/20/06
4	Deadline for receipt of Bidder Responses	10/3/06
5	Grantees selected (anticipated)	10/23/06
6	Projected Contract start date (anticipated)	10/31/06

SECTION 6. ADDITIONAL PROCUREMENT INFORMATION AND TERMS

- 6.1 Comm-PASS:** This RFR has been distributed electronically using the Commonwealth Procurement Access and Solicitation Site (Comm-PASS) system, www.comm-pass.com. RFR attachments that are referenced are incorporated by reference into the RFR and are available as separate files within the Forms tab and Specifications tab of the Comm-PASS Solicitation record. While Comm-PASS offers optional, value-added, automated [Comm-PASS Subscription Service](#) on an annual-fee basis, **all bidders are solely responsible for obtaining and completing any required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments.** The Commonwealth and its subdivisions accept no liability and will provide no accommodation to bidders who fail to check for amended RFRs and submit inadequate or incorrect responses. Bidders are advised to check the “Last Change” field on the summary page or the “Amendment History” within the “Other Information” tab of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

Questions specific to Comm-PASS should be made to the Comm-PASS Help Desk at: comm-pass@osd.state.ma.us or by telephone at (617) 720-3197.

Comm-PASS Subscription Service: The Comm-PASS Subscription Service is sponsored by the Operational Services Division. This service offers a prospective bidder a secure, web-based desktop that contains tools to track and manage postings including solicitation announcements, RFRs, and Contracts that match the subscriber-designated set of categories and sub-categories on Comm-PASS.

Comm-PASS Basic Service will provide a subscriber with:

- Secure Web-based desktop within Enhanced Comm-PASS for document management.
- A customizable profile reflecting the bidder’s product/service areas of interest.
- Refined commodity and service categories and sub-categories.
- Full-cycle, automated email alert whenever a solicitation of interest is posted or updated.

- Access to Online Bidder Forums to allow for virtual attendance and participation.
- Tools to submit bids electronically to an encrypted lock-box.

Every public purchasing entity within the borders of Massachusetts may post their solicitations on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for reviewing and responding electronically to public solicitations in Massachusetts. Fees for the Comm-PASS Subscription Service are based on costs to operate, maintain and develop the Comm-PASS system.

- 6.2 Bidder Communications:** Bidders are prohibited from communicating directly with any employee of EOHHS concerning this RFR except as specified below, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR.

RFR Contact: Geraldine Sobkowicz, Procurement Coordinator
Executive Office of Health and Human Services, Legal Unit
One Ashburton Place, 11th floor
Boston, MA 02108
Phone: (617) 573-1678 Fax: (617) 573-1893
e-mail: Geraldine.sobkowicz@state.ma.us

- A. Reasonable Accommodation:** Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must submit a written statement to the RFR contact person describing the bidder's disability and the requested accommodation to the contact person for the RFR. EOHHS reserves the right to reject unreasonable requests.

- B. RFR Copies:** Bidders may request a copy of the RFR, or any of its components, by contacting the RFR contact person.

- 6.3 RFR Inquiries:** Bidders may make written inquiries concerning this RFR until no later than the date and time specified in the Timetable in **Section 5** of this RFR. Written inquiries must be sent to the RFR contact at the address listed in **Section 6.2** above. No acknowledgment of receipt shall be given.

EOHHS will review all questions and, at its discretion, prepare written responses to those it determines to be of general interest and relevant to the preparation of a response to the RFR. These responses will be posted on the state's Comm-PASS website (see **Section 6.1**). Hard-copy responses will be made available only upon request. Only written responses will be binding on EOHHS.

- 6.4 Addendum or Withdrawal of RFR:** EOHHS reserves the right to amend the RFR at any time prior to the deadline for submission of responses and to terminate this procurement in whole or in part at any time. If EOHHS decides to amend or clarify any part of this RFR, any amendment will be posted on Comm-PASS.

- 6.5 Costs:** Costs not specifically identified in a bidder's response and accepted by EOHHS as part of a Contract will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders in responding to this RFR.

- 6.6 Public Records:** All responses and related documents submitted in response to this RFR become public records and are subject to the Massachusetts Public Records Law, M.G.L. c. 66, §10 and M.G.L. c. 4, §7 subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded.

EOHHS will not return to bidders any proposals or materials they submit in response to this RFR.

- 6.7 Response Duration:** The bidder's response shall remain in effect until any Contract with the bidder is executed.
- 6.8 Subcontracting:** The Contractor is fully responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to comply with the same federal and state laws and regulations and applicable Contract requirements as the Contractor. EOHHS reserves the right to reject any subcontractor the bidder may propose.
- 6.9 Identifiable Health Information:** Any department subject to the requirements of 45 CFR 160, 162, and 164 (the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) that seeks bidders to perform a function or activity involving the use or disclosure of protected health information must include a provision in the RFR informing bidders of their contractual obligations, if any, that the department will require to comply with HIPAA.

All grantees (Contractors) selected as a result of this RFR will be required to execute a "Business Associate Agreement" with EOHHS, attached for your reference as RFR **Attachment B, Exhibit 10**. By executing this document the Contractor will be assuring EOHHS that it will appropriately safeguard protected health information made available to or obtained by the grantee ("PHI"). Without limiting the obligations of the Contractor otherwise set forth in this RFR or imposed by applicable law, the Contractor agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity the Contractor performs on behalf of EOHHS. The Contractor agrees to require any subcontractor to comply with these same requirements.

- 6.10 Affirmative Market Program:** Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) and resulted in the Affirmative Market Program in Public Contracting. As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, subcontractors, joint venture partners or other type of business partnerships. Non-certified bidders are strongly encouraged to develop creative initiatives to help foster new business relationships with M/WBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidders' participation of AMP objectives, the AMP Plan for large procurements greater than \$50,000 must be evaluated at 10% or more of the total evaluation. Once an AMP Plan is submitted, negotiated and approved, the agency will then monitor the Contractor's performance, and use actual expenditures with SOMWBA certified Contractors to fulfill their own AMP expenditure benchmarks. M/WBE participation must be incorporated into and monitored for all types of procurements regardless of size; **however, submission of an AMP Plan is mandated only for large procurements over \$50,000.** Agencies may require some or all of the following components as part of the AMP Plan submitted by bidders: Subcontracting with certified M/WBE firms, growth and development activities to increase M/WBE capacity, ancillary use of certified M/WBE firms, past performance or information of past expenditures with certified M/WBEs. Agencies are encouraged to include additional incentives for bidders to commit to at least one certified MBE and WBE in the submission of AMP Plans.

A Minority Business Enterprise (MBE), WBE, M/Non-Profit, or W/Non-Profit, is defined as such by SOMWBA. All certified businesses are required to submit an up to date copy of their State Office of Minority and Women Business Assistance (SOMWBA) certification letter. The purpose for this certification is to participate in the Commonwealth's AMP for public contracting. Minority and Women-Owned firms that are not currently certified but would like to be considered as an M/WBE for the purpose of this RFR should submit their application at least two weeks prior to the

RFR closing date. For further information on SOMWBA certification, contact its office at (617) 727-8692 or via the Internet at mass.gov/somwba.

- 6.11 Affirmative Market Program Subcontracting Policies:** EOHHS reserves the right to reject any subcontractor the bidder may propose. Agencies may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a bidder's Affirmative Market Program (AMP) Plan. The Contractor is responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as Contractors.
- 6.12 Incorporation of RFR:** This RFR and any documents a bidder submits in response to it may be incorporated by reference into any Contract awarded to that bidder.
- 6.13 Northern Ireland Notice and Certification:** All bidders must complete the Northern Ireland Notice and Certification form (see **Section 3.2.B**) to satisfy M.G.L. c. 7, § 22C, which states that no state agency may procure commodities or services from any bidder employing 10 or more employees in an office or other facility located in Northern Ireland unless the bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.
- 6.14 Electronic Funds Transfer (EFT):** All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. EFT applications can be found on OSD forms page (mass.gov/osd). (See **Section 3.2.B**.) Additional information about EFT is available on the Vendor Web site (mass.gov/osc: click on MASSfinance). The successful bidders, upon notification of Contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the Authorization for Electronics Funds Payment Form to this department for review, approval and forwarding to the Office of the Comptroller. If a bidder is already enrolled in the program, it may so indicate in its response. Because the Authorization for Electronic Funds Payment Form contains banking information, this form, and any information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the bidder.

ATTACHMENT A:**FY07 Budget Language Authorizing Enrollment Outreach Grants**

Line Item 4000-0352

For MassHealth enrollment outreach grants to public and private nonprofit groups to be administered by the executive office; provided, that the secretary shall report to the house and senate committees on ways and means on the exact amounts distributed in fiscal year 2007 by March 1, 2007 and the extent to which any portion of resulting expenditures are eligible for federal reimbursement\$500,000

Chapter 58 of the Acts of 2006 Language Authorizing Enrollment Outreach Grants**EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES*****Office of the Secretary***

4000-0352 \$3,000,000

For MassHealth enrollment outreach grants to public and private nonprofit groups to be administered by the executive office; provided, that grants shall be awarded to groups statewide, including areas in which the United States Census deems a high percentage of uninsured individuals and areas in which there are limited health care providers; provided further, that funds shall be awarded as grants to community and consumer-focused public and private nonprofit groups to provide enrollment assistance, education and outreach activities directly to consumers who may be eligible for MassHealth or subsidized health care coverage, and who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status and representative of communities throughout the commonwealth; provided further, that funds shall be allocated to provide informational support and technical assistance to recipient organizations and to promote appropriate and effective enrollment activities through the statewide health access network; provided further, that the cost of information support and technical assistance shall not exceed 10 per cent of the appropriation and shall not be used to defray current state obligations to provide this assistance; provided, that the executive office shall provide grants for continuation of the Covering Kids and Families program, including grants to coalitions receiving Covering Kids and Families grants; and provided further, that the executive office shall provide grants for the Western Massachusetts Health Access Network, of 13 community-based organizations to provide enrollment assistance and outreach for MassHealth and other publicly-funded health coverage programs; provided further, that the secretary shall report to the house and senate committees on ways and means on the exact amounts distributed in fiscal year 2006 by March 1, 2006 and the extent to which any portion of resulting expenditures are eligible for federal reimbursement.

ATTACHMENT B:

**Mandatory Forms and Certifications
(See RFR Section 3.3)**

- Exhibit 1: Commonwealth of Massachusetts Standard Contract Form**
- Exhibit 2: Commonwealth Terms and Conditions**
- Exhibit 3: Request for Taxation Identification Number and Certification (W-9)**
- Exhibit 4: Contractor Authorized Signature Verification Form**
- Exhibit 5: Affirmative Market Program Plan**
- Exhibit 6: Affirmative Action Plan Form**
- Exhibit 7: Consultant Contractor Mandatory Submission Form**
- Exhibit 8: Northern Ireland Notice and Certification**
- Exhibit 9: Authorization for Electronic Funds Payment**
- Exhibit 10: Business Associate Agreement** *[attached for reference – not to be returned with proposals]*

ATTACHMENT B**Exhibit 10: Business Associate Confidentiality Agreement****I. Definitions**

All terms used but not otherwise defined in the MassHealth and Commonwealth Care Enrollment Outreach Grant Contract or RFR shall be construed in a manner consistent with the Privacy Rule, the Security Rule, and other applicable state or federal confidentiality or data security laws.

- (a) Individual. “Individual” shall mean the person who is the subject of the Protected Information, and shall include a person who qualifies as a personal representative in accord with 45 CFR § 164.502 (g).
- (b) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164.
- (c) Protected Information (PI). “Protected Information” shall mean any “Personal Data” as defined in M.G.L. c. 66A and any “Protected Health Information,” as defined in the Privacy Rule, that Contractor creates, receives, obtains, uses, maintains, or discloses under this Contract.
- (d) Required By Law. “Required By Law” shall have the same meaning as used in the Privacy Rule.
- (e) Secretary. “Secretary” shall mean the Secretary of the US Department of Health and Human Services or the Secretary’s designee.
- (f) Security Incident. “Security Incident” shall have the same meaning as used in the Security Rule.
- (g) Security Rule. “Security Rule” shall mean the Security Standards for the Protections of Electronic Protected Health Information, at 45 CFR Parts 160, 162, and 164.

II. Contractor’s Obligations

- (a) Contractor acknowledges that in the performance of this Contract it will become a “Holder” of “Personal Data,” as such terms are used within M.G.L. c. 66A. Contractor agrees that, in a manner consistent with the Privacy Rule and the Security Rule, as applicable, it shall comply with M.G.L. c. 66A and any other applicable state or federal law governing the privacy or security of any data created, received, obtained, used, maintained, or disclosed under this Contract.
- (b) Contractor acknowledges that in the performance of this Contract it is MassHealth’s Business Associate, as that term is used in the Privacy Rule and Security Rule, and that it shall comply with all standards applicable to a Business Associate under such rules.
- (c) At all times, Contractor shall recognize MassHealth’s right to control access, use, disclosure, and disposition of all data created, obtained, received, used, maintained, or disclosed under this Contract, including all PI, and any data derived or extracted from such data.
- (d) Contractor shall not use or disclose PI other than as permitted or required by this MassHealth and Commonwealth Care Outreach Grant Contract or as Required By Law, consistent with the

- restrictions of 42 CFR 431.306 (f), M.G.L. c. 66A, any other applicable federal or state privacy or security law.
- (e) Contractor shall ensure that any agent or subcontractor to whom it provides PI received from, or created or received by it on behalf of MassHealth agrees in writing to the same restrictions and conditions that apply to Contractor under this Contract with respect to such information. Contractor is solely responsible for its agents' and subcontractors' compliance with all provisions of this MassHealth and Commonwealth Care Enrollment Outreach Grant Contract. Contractor is not relieved of any obligation under this Contract because PI was in the hands of its agent or subcontractor or because its agent or subcontractor failed to fulfill any reporting obligation to it necessary for Contractor to fulfill its reporting obligations hereunder.
- (f) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PI. Upon MassHealth's request, Contractor shall permit representatives of MassHealth access to premises where PI is maintained, created, used, or disclosed for the purpose of inspecting privacy and security arrangements. Such safeguards shall meet, at a minimum, all standards set in the Privacy and Security Rules, as applicable to a business associate. Contractor shall comply with all security mechanisms and processes established for access to any of MassHealth's databases. Contractor shall protect from inappropriate use or disclosure any password, user ID, or other mechanism or code permitting access to any database containing MassHealth's PI, and shall give MassHealth prior notice of any change in personnel whenever the change requires a termination or modification of any such password, user ID, or other security mechanism or code to maintain the integrity of the database.
- (g) Immediately upon becoming aware of any use or disclosure of PI not permitted under this Contract or of any Security Incident, Contractor shall take all appropriate action necessary to: 1) retrieve, to the extent practicable, any PI used or disclosed in the non-permitted manner, 2) mitigate, to the extent practicable, any harmful effect of the non-permitted use or disclosure of the PI known to Contractor, and 3) take such further action as may be required by any applicable state or federal law concerning the privacy and security of such PI. Within two business days of becoming aware of the non-permitted use or disclosure, Contractor shall report to MassHealth, both verbally and in writing, the nature of the non-permitted use or disclosure, the harmful effects known to Contractor, all actions it has taken or plans to take in accord with this paragraph, and the results of all mitigation actions already taken by it under this paragraph. Upon MassHealth's request, Contractor shall take such further actions as deemed appropriate by MassHealth to mitigate, to the extent practicable, any harmful effect of the non-permitted use or disclosure. Any actions to mitigate harmful effects of privacy or security violations undertaken by Contractor on its own initiative or pursuant to MassHealth's request under this paragraph shall not relieve Contractor of its obligations to report such violations as set forth in other provisions of this Contract.
- (h) Contractor shall immediately report to MassHealth, both verbally and in writing, any instance where PI or any other data obtained under this Contract is requested, subpoenaed, or becomes the subject of a court or administrative order or other legal process. In response to such requests, Contractor shall take all necessary legal steps to comply with M.G.L. c. 66A, Medicaid regulations including 42 CFR 431.306 (f), and any other applicable federal and state law. In no event shall Contractor's immediate reporting obligations under this paragraph be delayed beyond two business days from obtaining such knowledge or request for data.

- (i) Contractor shall provide MassHealth, or upon MassHealth's request, the Individual, with access to or copies of any PI maintained by it, as shall be necessary for MassHealth to meet its obligation under 45 CFR § 164.524 to provide an Individual with access to certain PI pertaining to the Individual. Such access or copies shall be provided to MassHealth or to the Individual at a reasonable time and manner to be specified by MassHealth in the request and as shall be necessary for MassHealth to meet all time and other requirements set forth in 45 CFR § 164.524. In the event Contractor receives a request for access directly from an Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth and proceed in accord with this paragraph.
- (j) Contractor shall make any amendment(s) to PI that MassHealth requests in order for MassHealth to meet its obligations under 45 CFR § 164.526. Such amendments shall be made promptly in a manner specified in, and in accord with any time requirement under, 45 CFR § 164.526. In the event Contractor receives a request for amendment directly from the Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth, and shall only make any amendment in accord with MassHealth's instructions.
- (k) Contractor shall document all disclosures of PI, and required information related to such disclosures, as would be necessary for MassHealth to respond to a request by an Individual for an accounting of disclosures of PI and related information in accord with 45 CFR § 164.528. In the event Contractor receives a request for an accounting directly from an Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth and proceed in accord with this paragraph. Within 10 business days of MassHealth's request, Contractor shall make a listing of such disclosures and related information available to MassHealth, or upon MassHealth's direction to the Individual.
- (l) Contractor shall make its internal practices, books, and records, including policies and procedures and PI, relating to the use and disclosure of PI received from, or created or received by it on behalf of, MassHealth, available to MassHealth or upon MassHealth's request, to the Secretary, in a time and manner designated by either MassHealth or the Secretary for purposes of the Secretary determining MassHealth's compliance with the Privacy Rule.
- (m) Contractor shall designate a person, who shall act as custodian of PI and all other data obtained under this Contract, and who shall oversee Contractor's compliance with this MassHealth and Commonwealth Care Enrollment Outreach Grant Contract. Contractor shall provide MassHealth with the name of such custodian within fifteen days of the effective date of this Contract, and thereafter within fifteen days of any transfer of this duty to another person within its organization.

III. Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Contract, Contractor may only use or disclose PI to perform functions, activities, or services for, or on behalf of, MassHealth as specified the Contract, provided such use or disclosure would not violate the Privacy Rule if done by MassHealth or not violate the minimum necessary policies and procedures of MassHealth. In performing functions, activities, or services for or on behalf of MassHealth, Contractor represents that it will only request from MassHealth an amount of PI that it reasonably believes is the minimally necessary to perform the function, activity, or service for which it is needed under this Contract and to the extent this Contract authorizes Contractor to request PI from other covered entities on MassHealth's behalf, Contractor shall only request an amount of PI that it reasonably believes is the minimally necessary to perform the function, activity, or service for which the PI is needed under this Contract.

IV. Specified Use and Disclosure for Management and Administration

- (a) Except as otherwise limited in this MassHealth and Commonwealth Care Enrollment Outreach Grant Contract, Contractor may use PI for its proper management and administration or to carry out its legal responsibilities.
- (b) Except as otherwise limited in this MassHealth and Commonwealth Care Enrollment Outreach Grant Contract, Contractor may disclose PI for its proper management and administration, provided that disclosures are Required By Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law, consistent with the restrictions of 42 CFR 431.306 (f) and M.G.L c. 66A or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Except as otherwise limited in this MassHealth and Commonwealth Care Enrollment Outreach Grant Contract, Contractor may use PI to provide Data Aggregation services to MassHealth as permitted by 42 CFR § 164.504 (e)(2)(i)(B).

V. Obligations of MassHealth

- (a) MassHealth shall notify Contractor of any limitation(s) in its notice of privacy practices issued in accord with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PI.
- (b) MassHealth shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PI, to the extent that such changes may affect Contractor's use or disclosure of PI.
- (c) MassHealth shall notify Contractor of any restriction to the use or disclosure of PI that it has agreed to in accord with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PI.

VI. Effect of Termination

- (a) Upon termination of this Contract for any reason whatsoever, Contractor shall, at MassHealth's option, either return or destroy all PI and other data obtained or created in any form under this Contract, and Contractor shall not retain any copies of all such PI and data in any form. This provision shall apply to all PI and other data in the possession of Contractor's subcontractors or agents, and Contractor shall ensure that all such PI and data in the possession of its subcontractors or agents has been returned or destroyed and that no subcontractor or agent retains any copies of such PI and data in any form. In no event shall Contractor destroy any PI or other data without first obtaining MassHealth's approval.
- (b) If Contractor determines that returning or destroying PI or other data is not feasible, Contractor shall provide MassHealth with written notification of the conditions that make return or destruction not feasible. If based on Contractor's representations, MassHealth concurs that return or destruction is not feasible, Contractor shall extend all protections set forth in this Contract to all such PI or data and shall limit further uses and disclosures of such data to those purposes that make the return or destruction of such data not feasible, for as long as Contractor maintains the PI and other data.

- (c) Notwithstanding any other provision concerning the term of this Contract, all protections pertaining to any PI or other data covered by this Contract shall continue to apply until such time as all such PI and data is returned to MassHealth or destroyed, or if return or destruction is not feasible, protections are applied to such PI and data in accord with subsection (b) immediately above.

VII. Miscellaneous Provisions

- (a) Regulatory References. Any reference in this Contract to a section in the Privacy or Security Rules or other regulation or law refers to that section as in effect or as amended.
- (b) Amendment. Contractor agrees to take such action as is necessary to amend this Contract in order for MassHealth to comply with any requirements of the Privacy or security Rules, the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), and any other applicable law pertaining to the privacy, confidentiality, or security of PI or other data. Upon MassHealth's request, Contractor agrees to enter promptly into negotiations for any amendment as MassHealth, in its sole discretion deems necessary for MassHealth's compliance with any such laws. Contractor agrees that, notwithstanding any other provision in this Contract, MassHealth may terminate this Contract immediately upon written notice, in the event the Contractor fails to enter into negotiations for, and to execute, any such amendment.
- (c) Survival. The obligations of Contractor under Section VI, above, shall survive the termination of this Contract.
- (d) Waiver. Nothing in this Contract shall be construed to waive or limit any of MassHealth's legal rights or remedies which may arise from Contractor's unauthorized use or disclosure of any PI or other data received by it under this Contract. MassHealth's exercise or non-exercise of any authority under this Contract, including for example any rights of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve Contractor of any obligations set forth herein, nor be construed as a waiver of any of Contractor's obligations or as an acceptance of any unsatisfactory practices or privacy or security failures or breaches by Contractor.
- (e) Interpretation. Any ambiguity in this Contract shall be resolved to permit MassHealth to comply with the Privacy or Security Rules, HIPAA, and any other applicable law pertaining to the privacy, confidentiality, or security of PI or other data.

ATTACHMENT C:

BUDGET WORKSHEET

(Bidder may modify categories as appropriate to suit its response)

Applicant Organization Name: _____

Identify whether you are applying for a Model A or Model B grant: _____

Grant Period: from 10/31/06 to 06/30/07

I. Personnel:	Total Salary	# of FTEs	Total	Amount to be covered by MassHealth and Commonwealth Care Grant
Program Staff				
Current staff used for project				
Proposed new hires for project				
Subtotal:				
II. Direct Costs				
Project Operations				
Equipment (including IT)				
Marketing/Communications/Outreach				
Subtotal:				
III. Subcontractor Costs				
Personnel:				
Current staff used for project				
Proposed new hires for project				
Direct Costs:				
Project Operations				
Equipment (including IT)				
Marketing/Comm/Outreach				
Total Grant Request Amount				

In addition to completing this Cost Worksheet, attach a narrative (1-page limit) to it, detailing the elements of your Cost Proposal.

ATTACHMENT D:

Additional Contract Terms

This attachment includes contract terms that EOHHS intends to include in any Contract resulting from the RFR to which it is attached. EOHHS may, in its discretion, agree to additions and deletions to these terms that do not alter the requirements of the RFR, or the selected grantee's proposal, or the terms of the documents that have precedence over the selected grantee's proposal.

1. Elements of Contract; Integration

The Contract between EOHHS and the grantee consists of the following documents, listed in order of precedence:

- a.** The Massachusetts Standard Contract Form;
- b.** The Commonwealth Terms and Conditions;
- c.** The contractual terms negotiated between EOHHS and the selected grantee;
- d.** EOHHS's Request for Responses for MassHealth Enrollment Outreach Grants, dated August 21, 2006, as it may be amended; and
- e.** The grantee's response to the RFR ("Proposal"), exclusive of any terms that are inconsistent with, or purport to modify or supersede, the Massachusetts Standard Contract Form, the Commonwealth Terms and Conditions, or the mandatory terms of the RFR.

The documents listed above, including attachments and exhibits, constitute the entire agreement of the parties with respect to the subject matter of the RFR, and supersede all prior written or verbal negotiations and statements. This document shall not be modified by any subsequent written or verbal communications other than in accordance with the section entitled Amendments.

2. Use and Disclosure of Data

The Contractor and its employees and subcontractors shall not use or disclose protected health information or other personal data (which terms include any data derived or extracted therefrom) before or after the termination or expiration of this Contract, except as required for the performance of this Contract and then only in accordance with RFR **Section 6.9** and the Business Associate Agreement.

3. Publications Regarding or Derived From This Contract

In the performance of this Contract, the Contractor may develop material suitable for publication under copyright as reports, manuals, pamphlets or other forms. To the extent such material is deliverable to EOHHS in the performance of this Contract, such material shall be deemed Work Product made for hire, and the Commonwealth shall exclusively own the copyright in such material. Other material derived from the Contractor's performance of this Contract shall not be published or offered for publication through any medium of communication, including press release, without the prior approval of EOHHS.

If the Contractor publishes a work dealing with its performance under this Contract, or the results and accomplishments attained in such performance, the Commonwealth shall have a non-exclusive, irrevocable, royalty-free license to reproduce, publish or otherwise use and authorize others to use the publication.

The Contractor shall not disseminate, reproduce, display or publish any report, information, data or other materials or documents produced in whole or in part pursuant to this Contract without the prior consent of EOHHS, nor shall any such report, information, data or other materials or documents be the subject of an application for copyright by or on behalf of the Contractor without the prior written consent of EOHHS.

4. Contract Expansion; EOHHS's Option to Modify Scope of Work

If additional funds become available during the Contract duration period, EOHHS reserves the right to increase the maximum obligation to some or all of the Contracts executed as a result of this RFR or to execute contracts with Grantees not funded in the initial selection process, subject to available funding, satisfactory Contract performance and service or commodity need.

EOHHS shall have the option at its sole discretion to modify, increase, reduce or terminate any activity related to this Contract whenever, in the judgment of EOHHS, the goals of the project have been modified or altered in a way that necessitates such changes. EOHHS will provide written notice of such action to the Contractor, and the parties will negotiate the effect of such changes in scope on the schedule and payment terms.

5. Notification of Administrative Change

The Contractor shall notify EOHHS in writing no later than 30 days prior to any change affecting its organization, or its performance of its responsibilities under this Contract, but if a change in business structure is voluntary, the Contractor shall provide a minimum of three months' notice to EOHHS. (See also section entitled Assignment.)

6. No Third-Party Enforcement

This Contract shall be enforceable only by the parties, or officers or agencies of the Commonwealth authorized to act on behalf of EOHHS or its successors. Nothing in this Contract shall be deemed to confer benefits or rights to any other parties.

7. Effect of Invalidity of Clauses

If any clause or provision of this Contract is in conflict with any state or federal law or regulation, that clause or provision shall be null and void and any such invalidity shall not affect the validity of the remainder of this Contract.

8. Authorizations

This Contract is subject to all necessary federal and state approvals, including but not limited to the Centers for Medicare and Medicaid Services (CMS), the Massachusetts Office of the Comptroller and, where applicable, the State Legislature and the Massachusetts Office of the Attorney General.

9. Notices

Notices to the parties as to any matter hereunder will be sufficient if given in writing and sent by certified mail (return receipt requested), postage prepaid, or delivered in hand or by an overnight delivery service with acknowledgment of receipt:

To EOHHS:

Carolyn Pitz
Project Manager
EOHHS
One Ashburton Place, 11th floor
Boston, MA 02108

To the Contractor:

Title:

With a copy to:
General Counsel
[Same address]

With a copy to:

10. Equal Employment Opportunity

All contracts entered into by the Contractor shall contain a provision requiring compliance with federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60.

11. Prohibited Activities and Conflict of Interest

The Contractor represents that no person who is an owner, employee, consultant, or subcontractor of the Contractor, has been debarred by any federal agency, excluded from participation in a program under Titles XVIII, XIX, or XXI of the Social Security Act, or subjected to a civil money penalty under the Social Security Act.

During the term of this Contract, the Contractor shall not have any interest that conflicts with the performance of services under the Contract for the duration of the Contract, it being understood that the sale of similar goods or services to other customers does not of itself constitute such a conflict.

12. Compliance with Laws

The Contractor shall comply with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority relating to its property or its operations under the terms of this Contract.

13. Amendments

No amendment to this Contract shall be effective unless it is signed by authorized representatives of the Contractor and EOHHS. All amendments are subject to appropriation, applicable law and regulations, and mutual agreement. The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein.

14. Assignment

The Contractor shall not assign or transfer any right, interest, or obligation under this Contract to any successor entity or other entity without the prior written consent of EOHHS.

15. Independent Contractor

The Contractor, its employees, and any other of its agents in the performance of this Contract, shall act in an independent capacity and not as officers or employees of EOHHS or the Commonwealth of Massachusetts.

16. Counterparts

This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

17. Section Headings

The headings of the sections of this Contract are for convenience only and will not affect the construction hereof.

18. Waiver

The acceptance of, or payment for, services rendered by the Contractor shall not be construed to waive any requirements of this Contract, or any of EOHHS's remedies for failure to fulfill such requirements.

***COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID
ONE ASHBURTON PLACE, 11TH FLOOR
BOSTON, MA 02108***

Request for Responses

for

**MassHealth, Commonwealth Care and Commonwealth Choice
Enrollment Outreach Grants**

August 29, 2007

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RFR ATTACHMENTS

ATTACHMENT A:

FY08 Budget Language Authorizing Enrollment Outreach Grants

ATTACHMENT B: Mandatory Forms and Certifications

- Exhibit 1: Commonwealth of Massachusetts Standard Contract Form**
- Exhibit 2: Commonwealth Terms and Conditions**
- Exhibit 3: Request for Taxation Identification Number and Certification (W-9)**
- Exhibit 4: Contractor Authorized Signature Verification Form**
- Exhibit 5: Affirmative Market Program Plan**
- Exhibit 6: Authorization for Electronic Funds Payment**
- Exhibit 7: Business Associate Agreement**

ATTACHMENT C: Cost Response Form (Budget Worksheet)

ATTACHMENT D: Additional Contract Terms

SECTION 1. OVERVIEW

MassHealth, the Massachusetts Medicaid program, is a joint state-federal program administered by the Executive Office of Health and Human Services Office of Medicaid (EOHHS), in accordance with Title XIX of the Social Security Act and federal waivers. MassHealth also comprises the State Children's Health Insurance Program (SCHIP, Title XXI of the Social Security Act), CommonHealth (support for the disabled), and other health benefit programs for specific populations. MassHealth offers health care coverage for eligible families with children under 19, pregnant women, working people, people unemployed for over 12 months, individuals with disabilities, eligible individuals living with HIV disease, and low-income seniors, and provides health care premium assistance for businesses with fewer than 50 employees. Some members pay a monthly premium depending on income and family size. Nearly one out of six Massachusetts residents is a MassHealth member.

The Commonwealth Care Health Insurance Program (Commonwealth Care) is an insurance-based premium assistance program for Massachusetts, administered by the Commonwealth Health Insurance Connector Authority (the Connector). The program offers health care coverage for uninsured low-income adults (at or below 300% of the federal poverty level) who are not eligible for MassHealth or Medicare and who are U.S. citizens or qualified aliens. Some examples of eligible populations include non-working individuals, self-employed individuals, and working individuals whose employers do not offer health insurance or who are not eligible for insurance at their place of business, such as part-time workers, contractors and new employees. While the eligibility criteria for MassHealth and Commonwealth Care are different, the application process for these health insurance programs is integrated.

The Connector also administers Commonwealth Choice, a program which connects individuals with commercial health insurance plans, as well as a series of young adult plans for Commonwealth residents between the ages of 19 and 26. These programs are not income-based, and are available through the Connector.

EOHHS is issuing this Request for Responses (RFR) to solicit grant proposals from community and consumer-focused public and private nonprofit organizations for activities directed at reaching and enrolling Massachusetts residents in MassHealth, Commonwealth Care and Commonwealth Choice. Grant activities will also be directed at disseminating information about the health care reform law to potential applicants to any of these programs, including but not limited to the individual mandate, minimal creditable coverage policies, and assistance with understanding affordability regulations and the Connector's affordability tool on the www.MAhealthconnector.org website.

Since October 1, 2006, over 165,000 previously uninsured residents have been insured through MassHealth and the Connector. The Massachusetts Division of Health Care Finance and Policy's most recent uninsured household survey estimated that approximately 6% of Massachusetts residents (approximately 372,000) are uninsured. Governor Patrick and the Legislature have prioritized the task of identifying and enrolling individuals who qualify for MassHealth, Commonwealth Care and Commonwealth Choice but are not yet enrolled. As one means to accomplish this task, the state Fiscal Year 2008 budget funds enrollment outreach grants to community and consumer-focused public and private nonprofit organizations. (See **Attachment A**.)

Funding will be awarded to a number of qualified organizations submitting proposals for traditional Enrollment, Outreach and Redetermination assistance, in the form of grants ranging between \$50,000-\$65,000. Funding will be awarded to qualified organizations statewide, including in places where the U.S. Census deems there is a high percentage of uninsured individuals and in areas where there is a limited number of health care providers. Grant-related activities will include education and outreach activities as well as assistance with eligibility determination and redetermination, provided directly and indirectly to consumers who may be eligible for MassHealth, Commonwealth Care or Commonwealth Choice and who may require individualized support due to geography, ethnicity, race, culture,

immigration or disease status. Organizations will help inform potential applicants of relevant health care reform policies and what health insurance options may be available to them, and based on the individuals' eligibility criteria, will help them file the appropriate application for MassHealth, Commonwealth Care or Commonwealth Choice electronically, either through the Commonwealth's Virtual Gateway system, or using other programs and methods, including the Connector website.

1.1 Procurement Process: This RFR is being issued under the provisions of 801 CMR 21.00, which governs the procurement of goods and services by state agencies and requires a competitive procurement process, including the issuance of an RFR for acquisition of all commodities and services. The terms of 801 CMR 21.00 are incorporated by reference into this RFR. Words used but not specifically defined in this RFR shall have the meanings defined in 801 CMR 21.00. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, using English customary weights and measures (feet, pounds, quarts, etc.) and U.S. dollars. All responses must be submitted in accordance with the terms specified in **Section 3**.

This RFR has been distributed electronically using the Commonwealth of Massachusetts Procurement Access and Solicitation System ("Comm-PASS") at www.comm-pass.com. See **Section 6.1** for more information about Comm-PASS.

EOHHS reserves the right to amend this RFR at any time prior to the date responses are due. Any such amendment will be posted on Comm-PASS. Potential bidders are advised to check this site regularly, as this will be the sole method used for notification of changes.

1.2 Duration of Contract: Contracts resulting from this RFR shall be for Fiscal Year 2008 (ending June 30, 2008). Any extensions of Contracts resulting from this RFR are subject to future legislative appropriation and based on satisfactory performance by any organization that receives a grant under this RFR.

1.3 Acquisition Method: Grants awarded under this RFR shall be for a fixed amount. EOHHS makes no guarantee that a Contract, or any obligation to purchase any commodities or services, will result from this RFR.

1.4 Single or Multiple Bidders: Multiple grants will be awarded.

1.5 RFR Available to Single or Multiple Departments: Single department use.

1.6 Bidder Qualifications: To be considered for a grant award pursuant to this RFR, bidders, in addition to all other requirements specified herein, must have:

- A. Knowledge and understanding of MassHealth/Commonwealth Care and/or Commonwealth Choice eligibility criteria;
- B. Knowledge and understanding of MassHealth/Commonwealth Care and/or Commonwealth Choice application and enrollment procedures;
- C. Knowledge and understanding of the MassHealth annual eligibility review process and/or Commonwealth Choice processes;
- D. Knowledge and understanding of the various MassHealth and Commonwealth Care coverage types and benefit packages along with the demonstrated ability to effectively explain that information to members/applicants; and/or knowledge and understanding of the different health plans and benefit package choices available to Commonwealth Choice members along with the ability to effectively explain those choices;

- E. A history of learning a new program thoroughly and quickly;
- F. A history of conducting effective outreach and marketing in the community, and measuring which strategies are most effective and why;
- G. Demonstrated awareness of or connections to a population of persons who need assistance to obtain or maintain health insurance coverage, including individuals who are potentially MassHealth-, Commonwealth Care- or Commonwealth Choice-eligible; bidders must be able to demonstrate their ability to effectively and efficiently reach the uninsured and underinsured who have not yet been easily identified or served through ongoing enrollment approaches and strategies.
- H. Demonstrated capacity of thorough intake/application business protocols, including capturing data such as how the individuals being served heard about the organization providing the services or about health care reform.
- I. Knowledge and understanding of the health care reform law including individual mandate, minimal creditable coverage, and affordability rules;
- J. Demonstrated capacity for completing program evaluations, tracking applicants, and accurate record keeping;
- K. Demonstrated capacity for developing program measures of success;
- L. A history of networking and building and sustaining collaborative working relationships in the community; and
- M. Internet access or a plan to develop such capability, and a demonstrated capacity or willingness to assist individuals in submitting applications for MassHealth, Commonwealth Care and Commonwealth Choice electronically.

1.7 Conflict of Interest: The bidder may not have any interest that will conflict with the performance of services required under any Contract resulting from this RFR, or that may be otherwise anti-competitive, as determined by EOHHS, for the duration of the Contract. In order to so demonstrate, a bidder may be required to submit any additional relevant information requested by EOHHS regarding its financial, legal, contractual or other business interests. If EOHHS in its judgment determines that a bidder possesses a conflicting interest, EOHHS may propose or consider any proposal of the bidder for any measures which would eliminate or mitigate such conflicting interest to EOHHS's satisfaction.

SECTION 2. PROGRAM DESCRIPTION

Under any Contract resulting from this RFR, the selected grantees, referred to throughout this document as "Contractors," will be expected to provide the services and deliverables substantially as described herein, informed by the bidder's response to the RFR and any additional requirements negotiated by EOHHS and the Contractor. Contractors will be responsible for the programmatic activities and services outlined in their proposals; Contractors are not expected to propose to utilize subcontractors under these grants.

2.1 Target Populations: The programmatic activities are expected to serve target populations who are potentially eligible for MassHealth, Commonwealth Care, or Commonwealth Choice, and who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status.

2.2 Contract Services are expected to include outreach and marketing, informing, educating, screening and enrolling applicants for the various state and state-enabled programs for the uninsured, including MassHealth, Commonwealth Care and Commonwealth Choice, and assisting applicants or current members to gather and submit all necessary verifications or requests for information during the application and redetermination processes, for each health insurance program. Services will also include information dissemination around the individual mandate and minimum creditable coverage, as well as assisting individuals in understanding the affordability regulations.

With regard to traditional community-based outreach, enrollment and redetermination assistance services, Contractors will develop effective strategies for reaching and enrolling eligible individuals into MassHealth, Commonwealth Care, and Commonwealth Choice. Direct assistance includes providing individuals with assistance in submitting applications, and should also include assistance with responding to any requests for verifications, as well as responding to general inquiries on health care reform, and specifically inquiries related to the individual mandate. Indirect assistance may include providing more general education and information support, either to potentially eligible applicants or to community-based organizations involved in health care outreach efforts. Indirect assistance may also include providing information about wellness programs, such as preventive health services like routine well-care visits.

2.3 Contract Deliverables are expected to include, but will not necessarily be limited to: completing and submitting monthly reports on enrollment, eligibility redetermination, and outreach/marketing activities that will be used to evaluate the effectiveness of Contractors' outreach and enrollment efforts; an ongoing demonstration that Contractors are current with their knowledge of the most recent developments in health care reform; and attendance at Contractor training sessions including MassHealth training forums.

SECTION 3. RESPONSE REQUIREMENTS

3.1 Response Submission Instructions: Bidders should follow the RFR's submission instructions carefully. Information wrongly placed or out of sequence may be ignored or treated as missing.

A. Bidders must submit **one** original (clearly marked "**Original**") copy of their response, which includes their Cover Letter, Programmatic Response, all Mandatory Forms and Certifications (**Attachment B**), and Cost Response (**Attachment C**) documents. *In addition*, the bidder must supply **five** double-sided, reproducible copies of their Cover Letter, Programmatic Response, and Cost Response documents, bound by a clip. (Please note: the mandatory forms and certifications do not need to be included in these copies.) The original and each copy must be clearly labeled with the title of this RFR and the bidding entity's legal name. Responses are to be sent to the address in subsection C, below.

B. The proposal must contain the following five components:

1. A Cover Letter signed by an individual authorized to negotiate for and execute the Contract on behalf of the bidder, and that includes **all** of the following information (failure to submit a cover letter including all components may result in disqualification of consideration):
 - A statement that the response is a grant application for a MassHealth, Commonwealth Care, and Commonwealth Choice Enrollment Outreach Grant;
 - the name and principal address of the bidder organization;
 - a description of the type of legal entity the bidder is (e.g., not-for-profit corporation, limited partnership, general partnership, trust);

- the name, address, e-mail, fax and telephone number of the bidder's contact person; and
 - a statement that the bidder's response is effective through the date that the bidder executes a grant Contract with EOHHS.
2. A Programmatic Response (maximum length **six** pages), as described in **Section 3.2**.
 3. The Mandatory Forms and Certifications, as described in **Section 3.3** and RFR **Attachment B**.
 4. A Cost Response (Budget Worksheet and Narrative), as described in **Section 3.4** and RFR **Attachment C**. Bidders must attach narrative to budget worksheet, describing in detail how each field on the worksheet is being used and by whom.
- C. Responses must be received by EOHHS at the following address **no later than 3:00 p.m.** on the date stated in **Section 5**. Responses must be addressed to:

Geraldine Sobkowitz, Procurement Coordinator
Executive Office of Health and Human Services, Legal Unit
One Ashburton Place, 11th floor
Boston, MA 02108

Any response received after the deadline will be rejected.

3.2 Programmatic Submission Requirements: The Programmatic Response should reflect the bidder's understanding of the MassHealth, Commonwealth Care and Commonwealth Choice Enrollment Outreach Grants project described in **Sections 1** and **2** of this RFR, and should explain how the bidder intends to fulfill the purpose of the grant. The Programmatic Response should specifically address how the bidder meets each of the bidder qualifications outlined in **Section 1.6**. Proposals should be innovative and as specific as possible in describing how and to whom the organization will conduct outreach to difficult-to-reach populations in the bidder's geographic area.

Programmatic proposals may not exceed **six** pages. The cover letter and any other supporting documentation or forms specifically required by this RFR will not be counted in calculating the bidder's page limits.

Pages should be double-sided and single-spaced. Minimum font size is 11. Minimum margin size is $\frac{3}{4}$ inch.

All bidders must answer the following questions:

1. Provide a brief abstract of the proposed program (no more than 1-2 paragraphs), including the dollar amount of the grant being requested; and anticipated outcomes (including but not limited to approximations, per month and per grant cycle, of how many applicants will be assisted, how many enrolled, how many reached via outreach efforts).
2. Provide the following information about your organization:
 - a. Describe your mission and programs.
 - b. Briefly describe your experience in providing this type of service. Include information about your organization's level of readiness including a list of current staff that will be involved and their qualifications and any proposed staffing including job description/qualifications for this project.
 - c. Address any cultural capacities, foreign language expertise, experience with low-income populations, or other specialized capabilities or experience of your staff or your organization that would be beneficial to this project.

- d. Briefly describe your plan of sustainability in order to continue these services beyond the grant cycle. Provide details on any tools, resources or processes that will be developed as a result of grant funding and used beyond the grant cycle.
3. Provide a detailed description of the programmatic activities you will implement with the grant funds, including:
 - a. A timeline for the activities you propose to perform, listing each identified activity and deliverable, measure of success and the staff responsible;
 - b. A plan for collecting qualitative data timely regarding programmatic activities, including outcome measurements you propose to use and the staff responsible for this task; and
 - c. A description of your target population or market, if any (e.g., individuals with disabilities, homeless, families, working adults, specific ethnic groups, or specific geographic areas).
4. Explain how information technology (IT) is currently used by your organization for MassHealth, Commonwealth Care, and/or Commonwealth Choice outreach and eligibility assistance, if at all. Describe your organization's IT resources. Specify what type of internet connection is maintained. If no internet connection is in place, state whether broadband service is available in your location and your organization's vision for future enhancements to its internet capacity.
5. Affirm in writing the following:
 - a. that if awarded a grant, the Contractor will attend all Contract-required MassHealth-sponsored and Connector-sponsored orientations, including Contractor training sessions and all MassHealth training forums during the Contract period;
 - b. that if awarded a grant, the Contractor will participate in a statewide evaluation strategy to collect and monitor all quantitative data related to specific outreach and enrollment activities, including the number of applications submitted for MassHealth, Commonwealth Care, and Commonwealth Choice;
 - c. that if awarded a grant, the Contractor shall distribute marketing materials developed by MassHealth and the Connector; and
 - d. that all program-specific materials will be submitted to MassHealth for approval prior to distribution.

3.3 Mandatory Forms and Certifications: The bidder shall submit the Commonwealth-required forms **1-6** identified below. All these forms will be incorporated by reference into the RFR and all forms, except **Attachment B, Exhibit 7** (which is attached to this document), are available either as separate files within the "Forms and Specifications" tab of the Comm-PASS posting for this RFR, or on the website of the state's Operational Services Division. From the Comm-PASS home page (www.comm-pass.com) click on the "OSD homepage" link on the bottom right side of the page. On the OSD home page, in a blue box on the right, click on "Related links," then select "OSD Forms" and a list of all forms appears.

Please note that a new **Standard Contract Form (Attachment B, Exhibit 1)** was issued by the Commonwealth of Massachusetts in June 2007. This form incorporates the following certifications and attachments that no longer need to be attached as separate documents: Prompt Payment Discount; Executive Order 481 Certification (Prohibition from using undocumented workers); Northern Ireland Notice and Certification; Affirmative Action Commitment Statement; and Consultant Contractor Mandatory Submission Form. *Bidders are responsible for reviewing the Standard Contract Form electronically online, including the Instructions and hyperlinks.*

1. **Commonwealth of Massachusetts Standard Contract**
2. **Commonwealth Terms and Conditions**
3. **Request for Taxpayer Identification Number and Certification (W-9)**
4. **Contractor Authorized Signatory Listing**
5. **Affirmative Market Program Plan** (see **Section 6.2** for more information)
6. **Authorization for Electronic Funds Payment Form** (see **Section 6.9** for more information)
7. **Business Associate Agreement** (This form is only included with the RFR for bidders' information – see **Attachment B, Exhibit 7** and **Section 6.11** for more information. *Bidders are not required to return this form with their proposal.* Only those bidders awarded grants will be required to execute the Business Associate Agreement.)

3.4 Cost Response Requirements (Budget Worksheet and narrative): Bidders shall complete the Budget Worksheet, attached to the RFR as **Attachment C**. Bidders must also submit narrative (no more than one page) to clarify any elements of their Budget Worksheet.

SECTION 4. RESPONSE EVALUATION PROCESS

Responses to this RFR shall be evaluated by an Evaluation Committee (also known as a “Procurement Management Team,” or PMT) appointed by EOHHS.

4.1 Response Review and Evaluation Criteria

- A. Initial Review:** All responses shall be initially reviewed to determine compliance with the general response submission instructions in **Section 3.1** and inclusion of the mandatory forms described in **Section 3.3**. Responses that meet those requirements shall have their Programmatic (**Section 3.2**) and Cost (**Section 3.4**) responses reviewed and evaluated by the Committee against the criteria in **Sections 4.1.B** and **C**, below.
- B. Programmatic Response Review:** The Committee shall qualitatively rate each Programmatic Response by evaluating each element for comprehensiveness, appropriateness, feasibility, clarity, effectiveness, innovation, and responsiveness to the needs of EOHHS. In addition to the Programmatic response, the Committee may consider any relevant information about the bidder known to EOHHS.
- C. Cost Response Review:** Each Cost Response shall be reviewed and rated by the Committee for its reasonableness, effectiveness, and ability to identify those resources, both grant-related and internal, to be used in the bidder's project implementation.
- D. SOMWBA:** The Committee shall give preference to any bidder's aggregate Programmatic and Budget response rating over an equal aggregate rating where the bid is submitted by an organization that is certified as a Minority Business Enterprise (MBE) by the State Office of Minority and Women Business Assistance (SOMWBA). **See Section 6.2.**
- E. Noncompliance:** EOHHS reserves the right to reject a bidder's response at any time during the evaluation process if the bidder:
 - Fails to demonstrate to EOHHS's satisfaction that it meets all RFR requirements;

- Fails to submit all required information or otherwise satisfy all response requirements in **Section 3**;
- Has any interest that may, in EOHHS's sole determination, conflict with performance of services for the Commonwealth or be anti-competitive; or
- Rejects or qualifies its agreement to any of the mandatory provisions of the RFR or the Commonwealth's Standard Contract or Terms and Conditions.

The Evaluation Committee may determine non-compliance with an RFR requirement is insubstantial. In such cases, the Committee may seek clarification, allow the Bidder to make minor corrections, apply appropriate penalties in evaluating the response, or apply a combination of all three remedies.

- F. Clarifications:** The Committee may determine some element of a Bidder's response requires clarification to verify its responsiveness to the RFR or facilitate a fair comparison with competing proposals. In such cases, the Committee may seek clarification from the bidder. All bidders will be accorded fair and equal treatment with respect to any opportunity for clarification.

4.2 Recommendation for Awards: After the Committee completes its evaluation of all of the responses, the Committee shall make recommendations for Contract awards to the Medicaid Director who shall make award decisions. The Director's decision will be based on the Committee's recommendation and on the best interests of the Commonwealth. Awards are contingent upon successful negotiation of the Contract terms.

SECTION 5. RFR TIMETABLE

All dates are estimated *except* due dates for written inquiries and for receipt of bidder responses.

#	DESCRIPTION	DATE
1	RFR released	8/29/07
2	Deadline for receipt of written questions on the RFR (refer to RFR Section 6.5)	9/5/07
3	Anticipated date for written answers	9/12/07
4	Deadline for receipt of Bidder Responses	9/26/07
5	Grantees selected (anticipated)	10/12/07
6	Projected Contract start date (anticipated)	10/19/07

SECTION 6. ADDITIONAL PROCUREMENT INFORMATION AND TERMS

6.1 Comm-PASS: Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the solicitation.

Bidders are solely responsible for obtaining all information distributed for this solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support bidder submission of written questions associated with a solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the solicitation.

It is each bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the solicitation's Summary tab, and
- Any Bidders' Forum records related to this solicitation (see Locating a Online Bidders' Forum for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than Comm-PASS.

Comm-PASS SmartBid Subscription: Bidders may elect to obtain an optional SmartBid subscription which provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, SmartBid provides a subscriber with:

- A secure desktop within Comm-PASS for efficient record management;
- A customizable profile reflecting the subscriber's product/service areas of interest;
- A customizable listing in the publicly accessible Business Directory, an online "yellow-pages" advertisement;
- Full-cycle, automated email alert whenever any record of interest is posted or updated;
- Access to Online Response Submission, when allowed by the Issuer, to support:
 - paperless bid drafting and submission to an encrypted lock-box prior to close date;
 - electronic signature of OSD forms and terms; agreement to defer wet-ink signature until Contract award, if any;
 - withdrawal of submitted bids prior to close date; and
 - online storage of submitted bids.

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

6.2 Affirmative Market Program (AMP): Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Affirmative Market Program in Public Contracting. M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. All bidders must follow the requirements set forth in the AMP section of the RFR, which will detail the specific requirements relating to the prime vendor's inclusion of M/WBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidders' participation of AMP objectives, the Affirmative Market Program (AMP) Plan for large procurements greater than \$50,000 will be evaluated at 10% or more of the total evaluation. Once an AMP Plan is submitted, negotiated and approved, the agency will then monitor the contractor's performance, and use actual expenditures with SOMWBA certified contractors to fulfill their own AMP expenditure

benchmarks. M/WBE participation must be incorporated into and monitored for all types of procurements regardless of size; however, submission of an AMP Plan is mandated only for large procurements over \$50,000.

This RFR will contain some or all of the following components as part of the Affirmative Market Program Plan submitted by bidders:

- Growth and Development activities to increase M/WBE capacity,
- Ancillary use of certified M/WBE firms,
- Past Performance or information of past expenditures with certified M/WBEs; and
- Additional incentives for bidders to commit to at least one certified MBE and WBE in the submission of AMP Plans.

A Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), M/Non-Profit, or W/Non-Profit, is defined as such by the State Office of Minority and Women Business Assistance (SOMWBA). All certified businesses that are included in the bidder's AMP proposal are required to submit an up to date copy of their SOMWBA certification letter. The purpose for this certification is to participate in the Commonwealth's Affirmative Market Program for public contracting. Minority- and Women-Owned firms that are not currently certified but would like to be considered as an M/WBE for the purpose of this RFR should submit their application at least two weeks prior to the RFR closing date and submit proof of documentation of application for consideration with their bid proposal. For further information on SOMWBA certification, contact their office at 1-617-973-8692 or via the Internet at mass.gov/somwba.

6.3 Best Value Selection and Negotiation: The Committee may recommend the responses that demonstrate the best value overall, including proposed alternatives, which will achieve the Legislature's and EOHHS's goals for the grant awards. The Committee and a selected bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected bidder's response that results in lower costs or a more cost-effective or better value than was presented in a selected bidder's original response.

6.4 Bidder Communications: Bidders are prohibited from communicating directly with any employee of EOHHS concerning this RFR except as specified below, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR.

RFR Contact: Geraldine Sobkowicz, Procurement Coordinator
Executive Office of Health and Human Services, Legal Unit
One Ashburton Place, 11th floor
Boston, MA 02108
Phone: (617) 573-1678 Fax: (617) 573-1893
e-mail: Geraldine.sobkowicz@state.ma.us

A. Reasonable Accommodation: Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must submit a written statement to the RFR contact person describing the bidder's disability and the requested accommodation to the contact person for the RFR. EOHHS reserves the right to reject unreasonable requests.

B. RFR Copies: Bidders may request a copy of the RFR, or any of its components, by contacting the RFR contact person.

6.5 RFR Inquiries: Bidders may make written inquiries concerning this RFR until no later than the date

and time specified in the Timetable in **Section 5** of this RFR. Written inquiries must be sent to the RFR contact at the address listed in **Section 6.4** above. No acknowledgment of receipt shall be given.

EOHHS will review all questions and, at its discretion, prepare written responses to those it determines to be of general interest and relevant to the preparation of a response to the RFR. These responses will be posted on the state's Comm-PASS website. Hard-copy responses will be made available only upon request. Only written responses will be binding on EOHHS.

6.6 Electronic Communication/Update of Bidder's/Contractor's Contact Information: It is the responsibility of the prospective bidder and awarded Contractor to keep current the e-mail address of the bidder's contact person and prospective Contract manager, if awarded a Contract, and to monitor that e-mail inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective bidder's/awarded Contractor's designated e-mail address is not current, or if technical problems, including those with the prospective bidder's/awarded Contractor's computer, network or internet service provider (ISP) cause e-mail communications sent to/from the prospective bidder/awarded Contractor and the PMT to be lost or rejected by any means, including e-mail or spam filtering.

6.7 Addendum or Withdrawal of RFR: EOHHS reserves the right to amend the RFR at any time prior to the deadline for submission of responses and to terminate this procurement in whole or in part at any time. If EOHHS decides to amend or clarify any part of this RFR, any amendment will be posted on Comm-PASS.

6.8 Costs: Costs not specifically identified in a bidder's response and accepted by EOHHS as part of a Contract will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders in responding to this RFR.

6.9 Electronic Funds Transfer (EFT): All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](#) page (www.mass.gov/osd). Additional information about EFT is available on the [VendorWeb](#) site (www.mass.gov/osc). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the bidder.

6.10 Environmental Response Submission Compliance: In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double-sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

6.11 Identifiable Health Information: Any department subject to the requirements of 45 CFR 160, 162, and 164 (the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) that seeks bidders to perform a function or activity involving the use or disclosure of protected health information must include a provision in the RFR informing bidders of their contractual obligations, if any, that the department will require to comply with HIPAA.

All grantees (Contractors) selected as a result of this RFR will be required to execute a “Business Associate Agreement” with EOHHS, attached for bidders’ reference as RFR **Attachment B, Exhibit 7**. By executing this document the Contractor will be assuring EOHHS that it will appropriately safeguard protected health information made available to or obtained by the grantee (“PHI”).

Without limiting the obligations of the Contractor otherwise set forth in this RFR or imposed by applicable law, the Contractor agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity the Contractor performs on behalf of EOHHS. The Contractor agrees to require any subcontractor to comply with these same requirements.

6.12 Incorporation of RFR: This RFR and any documents a bidder submits in response to it may be incorporated by reference into any Contract awarded to that bidder.

6.13 Public Records: All responses and related documents submitted in response to this RFR become public records and are subject to the Massachusetts Public Records Law, M.G.L. c. 66, §10 and M.G.L. c. 4, §7 subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded.

EOHHS will not return to bidders any proposals or materials they submit in response to this RFR.

6.14 Prompt Payment Discounts (PPD): All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the

benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. The PPD form can be found under the Forms and Terms tab of this solicitation.

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the PMT. The PMT will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD form.

6.15 Restriction on the Use of the Commonwealth Seal: Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a Contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

6.16 Response Duration: The bidder's response shall remain in effect until any Contract with the bidder is executed.

6.16 Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply: The Commonwealth reserves the right to request from the successful bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, it must notify the Commonwealth contract manager.

6.17 Pricing: Price Limitation: The bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

ATTACHMENT A:**FY08 Budget Language Authorizing Enrollment Outreach Grants**

Line Item 4000-0352 \$3,500,000

For MassHealth enrollment outreach grants to public and private nonprofit groups to be administered by the executive office in consultation with the Health Care Reform Outreach and Education Unit; provided, that grants shall be awarded to groups statewide, including areas in which the United States Census deems there exists a high percentage of uninsured individuals and areas in which there are limited health care providers; provided further, that funds shall be awarded as grants to community and consumer-focused public and private nonprofit groups to provide enrollment assistance, education and outreach activities directly to consumers who may be eligible for MassHealth, the Commonwealth Care Program, or the Commonwealth Choice Program, and who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status and representative of communities throughout the commonwealth; provided further, that funds shall be allocated to provide informational support and technical assistance to recipient organizations and to promote appropriate and effective enrollment activities through the statewide health access network; provided further, that the cost of information support and technical assistance shall not exceed 10 per cent of the appropriation and shall not be used to defray current state obligations to provide this assistance; provided further, that in awarding said grants, the executive office of health and human services, in consultation with the Health Care Reform Outreach and Education Unit, shall provide written guidance to selected grantees with specific strategies of how to expend funds in the most efficient manner to target populations and avoid duplication of activities, including examples of best practices among prior year outreach grant recipients; and provided further, that the secretary shall report to the house and senate committees on ways and means on the exact amounts distributed in fiscal year 2008 by February 1, 2008 and the extent to which any portion of resulting expenditures are eligible for federal reimbursement

ATTACHMENT B:
Mandatory Forms and Certifications
(See RFR Section 3.3)

- Exhibit 1:** Commonwealth of Massachusetts Standard Contract Form
- Exhibit 2:** Commonwealth Terms and Conditions
- Exhibit 3:** Request for Taxation Identification Number and Certification (W-9)
- Exhibit 4:** Contractor Authorized Signature Verification Form
- Exhibit 5:** Affirmative Market Program Plan
- Exhibit 6:** Authorization for Electronic Funds Payment
- Exhibit 7:** Business Associate Agreement *[attached for reference – not to be returned with proposals]*

ATTACHMENT B**Exhibit 7: Business Associate Confidentiality Agreement****I. Definitions**

All terms used but not otherwise defined in the MassHealth and Commonwealth Care Enrollment Outreach Grant Contract or RFR shall be construed in a manner consistent with the Privacy Rule, the Security Rule, and other applicable state or federal confidentiality or data security laws.

- (a) **Individual**. “Individual” shall mean the person who is the subject of the Protected Information, and shall include a person who qualifies as a personal representative in accord with 45 CFR § 164.502 (g).
- (b) **Privacy Rule**. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164.
- (c) **Protected Information (PI)**. “Protected Information” shall mean any “Personal Data” as defined in M.G.L. c. 66A and any “Protected Health Information,” as defined in the Privacy Rule, that Contractor creates, receives, obtains, uses, maintains, or discloses under this Contract.
- (d) **Required By Law**. “Required By Law” shall have the same meaning as used in the Privacy Rule.
- (e) **Secretary**. “Secretary” shall mean the Secretary of the US Department of Health and Human Services or the Secretary’s designee.
- (f) **Security Incident**. “Security Incident” shall have the same meaning as used in the Security Rule.
- (g) **Security Rule**. “Security Rule” shall mean the Security Standards for the Protections of Electronic Protected Health Information, at 45 CFR Parts 160, 162, and 164.

II. Contractor’s Obligations

- (a) Contractor acknowledges that in the performance of this Contract it will become a “Holder” of “Personal Data,” as such terms are used within M.G.L. c. 66A. Contractor agrees that, in a manner consistent with the Privacy Rule and the Security Rule, as applicable, it shall comply with M.G.L. c. 66A and any other applicable state or federal law governing the privacy or security of any data created, received, obtained, used, maintained, or disclosed under this Contract.
- (b) Contractor acknowledges that in the performance of this Contract it is MassHealth’s Business Associate, as that term is used in the Privacy Rule and Security Rule, and that it shall comply with all standards applicable to a Business Associate under such rules.
- (c) At all times, Contractor shall recognize MassHealth’s right to control access, use, disclosure, and disposition of all data created, obtained, received, used, maintained, or disclosed under this Contract, including all PI, and any data derived or extracted from such data.
- (d) Contractor shall not use or disclose PI other than as permitted or required by this MassHealth and Commonwealth Care Outreach Grant Contract or as Required By Law, consistent with the restrictions of 42 CFR 431.306 (f), M.G.L. c. 66A, any other applicable federal or state privacy or security law.

(e) Contractor shall ensure that any agent or subcontractor to whom it provides PI received from, or created or received by it on behalf of MassHealth agrees in writing to the same restrictions and conditions that apply to Contractor under this Contract with respect to such information. Contractor is solely responsible for its agents' and subcontractors' compliance with all provisions of this MassHealth and Commonwealth Care Enrollment Outreach Grant Contract. Contractor is not relieved of any obligation under this Contract because PI was in the hands of its agent or subcontractor or because its agent or subcontractor failed to fulfill any reporting obligation to it necessary for Contractor to fulfill its reporting obligations hereunder.

(f) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PI. Upon MassHealth's request, Contractor shall permit representatives of MassHealth access to premises where PI is maintained, created, used, or disclosed for the purpose of inspecting privacy and security arrangements. Such safeguards shall meet, at a minimum, all standards set in the Privacy and Security Rules, as applicable to a business associate. Contractor shall comply with all security mechanisms and processes established for access to any of MassHealth's databases. Contractor shall protect from inappropriate use or disclosure any password, user ID, or other mechanism or code permitting access to any database containing MassHealth's PI, and shall give MassHealth prior notice of any change in personnel whenever the change requires a termination or modification of any such password, user ID, or other security mechanism or code to maintain the integrity of the database.

(g) Immediately upon becoming aware of any use or disclosure of PI not permitted under this Contract or of any Security Incident, Contractor shall take all appropriate action necessary to: 1) retrieve, to the extent practicable, any PI used or disclosed in the non-permitted manner, 2) mitigate, to the extent practicable, any harmful effect of the non-permitted use or disclosure of the PI known to Contractor, and 3) take such further action as may be required by any applicable state or federal law concerning the privacy and security of such PI. Within two business days of becoming aware of the non-permitted use or disclosure, Contractor shall report to MassHealth, both verbally and in writing, the nature of the non-permitted use or disclosure, the harmful effects known to Contractor, all actions it has taken or plans to take in accord with this paragraph, and the results of all mitigation actions already taken by it under this paragraph. Upon MassHealth's request, Contractor shall take such further actions as deemed appropriate by MassHealth to mitigate, to the extent practicable, any harmful effect of the non-permitted use or disclosure. Any actions to mitigate harmful effects of privacy or security violations undertaken by Contractor on its own initiative or pursuant to MassHealth's request under this paragraph shall not relieve Contractor of its obligations to report such violations as set forth in other provisions of this Contract.

(h) Contractor shall immediately report to MassHealth, both verbally and in writing, any instance where PI or any other data obtained under this Contract is requested, subpoenaed, or becomes the subject of a court or administrative order or other legal process. In response to such requests, Contractor shall take all necessary legal steps to comply with M.G.L. c. 66A, Medicaid regulations including 42 CFR 431.306 (f), and any other applicable federal and state law. In no event shall Contractor's immediate reporting obligations under this paragraph be delayed beyond two business days from obtaining such knowledge or request for data.

(i) Contractor shall provide MassHealth, or upon MassHealth's request, the Individual, with access to or copies of any PI maintained by it, as shall be necessary for MassHealth to meet its obligation under 45 CFR § 164.524 to provide an Individual with access to certain PI pertaining to the Individual. Such access or copies shall be provided to MassHealth or to the Individual at a reasonable time and manner to be specified by MassHealth in the request and as shall be necessary for MassHealth to meet all time and other requirements set forth in 45 CFR § 164.524. In the event Contractor receives a request for access

directly from an Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth and proceed in accord with this paragraph.

(j) Contractor shall make any amendment(s) to PI that MassHealth requests in order for MassHealth to meet its obligations under 45 CFR § 164.526. Such amendments shall be made promptly in a manner specified in, and in accord with any time requirement under, 45 CFR § 164.526. In the event Contractor receives a request for amendment directly from the Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth, and shall only make any amendment in accord with MassHealth's instructions.

(k) Contractor shall document all disclosures of PI, and required information related to such disclosures, as would be necessary for MassHealth to respond to a request by an Individual for an accounting of disclosures of PI and related information in accord with 45 CFR § 164.528. In the event Contractor receives a request for an accounting directly from an Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth and proceed in accord with this paragraph. Within 10 business days of MassHealth's request, Contractor shall make a listing of such disclosures and related information available to MassHealth, or upon MassHealth's direction to the Individual.

(l) Contractor shall make its internal practices, books, and records, including policies and procedures and PI, relating to the use and disclosure of PI received from, or created or received by it on behalf of, MassHealth, available to MassHealth or upon MassHealth's request, to the Secretary, in a time and manner designated by either MassHealth or the Secretary for purposes of the Secretary determining MassHealth's compliance with the Privacy Rule.

(m) Contractor shall designate a person, who shall act as custodian of PI and all other data obtained under this Contract, and who shall oversee Contractor's compliance with this MassHealth and Commonwealth Care Enrollment Outreach Grant Contract. Contractor shall provide MassHealth with the name of such custodian within fifteen days of the effective date of this Contract, and thereafter within fifteen days of any transfer of this duty to another person within its organization.

III. Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Contract, Contractor may only use or disclose PI to perform functions, activities, or services for, or on behalf of, MassHealth as specified the Contract, provided such use or disclosure would not violate the Privacy Rule if done by MassHealth or not violate the minimum necessary policies and procedures of MassHealth. In performing functions, activities, or services for or on behalf of MassHealth, Contractor represents that it will only request from MassHealth an amount of PI that it reasonably believes is the minimally necessary to perform the function, activity, or service for which it is needed under this Contract and to the extent this Contract authorizes Contractor to request PI from other covered entities on MassHealth's behalf, Contractor shall only request an amount of PI that it reasonably believes is the minimally necessary to perform the function, activity, or service for which the PI is needed under this Contract.

IV. Specified Use and Disclosure for Management and Administration

(a) Except as otherwise limited in this MassHealth and Commonwealth Care Enrollment Outreach Grant Contract, Contractor may use PI for its proper management and administration or to carry out its legal responsibilities.

(b) Except as otherwise limited in this MassHealth and Commonwealth Care Enrollment Outreach Grant Contract, Contractor may disclose PI for its proper management and administration, provided that RFR for MassHealth and Commonwealth Care Enrollment Outreach Grants
FY 2008

disclosures are Required By Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law, consistent with the restrictions of 42 CFR 431.306 (f) and M.G.L c. 66A or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this MassHealth and Commonwealth Care Enrollment Outreach Grant Contract, Contractor may use PI to provide Data Aggregation services to MassHealth as permitted by 42 CFR § 164.504 (e)(2)(i)(B).

V. Obligations of MassHealth

(a) MassHealth shall notify Contractor of any limitation(s) in its notice of privacy practices issued in accord with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PI.

(b) MassHealth shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PI, to the extent that such changes may affect Contractor's use or disclosure of PI.

(c) MassHealth shall notify Contractor of any restriction to the use or disclosure of PI that it has agreed to in accord with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PI.

VI. Effect of Termination

(a) Upon termination of this Contract for any reason whatsoever, Contractor shall, at MassHealth's option, either return or destroy all PI and other data obtained or created in any form under this Contract, and Contractor shall not retain any copies of all such PI and data in any form. This provision shall apply to all PI and other data in the possession of Contractor's subcontractors or agents, and Contractor shall ensure that all such PI and data in the possession of its subcontractors or agents has been returned or destroyed and that no subcontractor or agent retains any copies of such PI and data in any form. In no event shall Contractor destroy any PI or other data without first obtaining MassHealth's approval.

(b) If Contractor determines that returning or destroying PI or other data is not feasible, Contractor shall provide MassHealth with written notification of the conditions that make return or destruction not feasible. If based on Contractor's representations, MassHealth concurs that return or destruction is not feasible, Contractor shall extend all protections set forth in this Contract to all such PI or data and shall limit further uses and disclosures of such data to those purposes that make the return or destruction of such data not feasible, for as long as Contractor maintains the PI and other data.

(c) Notwithstanding any other provision concerning the term of this Contract, all protections pertaining to any PI or other data covered by this Contract shall continue to apply until such time as all such PI and data is returned to MassHealth or destroyed, or if return or destruction is not feasible, protections are applied to such PI and data in accord with subsection (b) immediately above.

VII. Miscellaneous Provisions

(a) Regulatory References. Any reference in this Contract to a section in the Privacy or Security Rules or other regulation or law refers to that section as in effect or as amended.

- (b) Amendment. Contractor agrees to take such action as is necessary to amend this Contract in order for MassHealth to comply with any requirements of the Privacy or security Rules, the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), and any other applicable law pertaining to the privacy, confidentiality, or security of PI or other data. Upon MassHealth's request, Contractor agrees to enter promptly into negotiations for any amendment as MassHealth, in its sole discretion deems necessary for MassHealth's compliance with any such laws. Contractor agrees that, notwithstanding any other provision in this Contract, MassHealth may terminate this Contract immediately upon written notice, in the event the Contractor fails to enter into negotiations for, and to execute, any such amendment.
- (c) Survival. The obligations of Contractor under Section VI, above, shall survive the termination of this Contract.
- (d) Waiver. Nothing in this Contract shall be construed to waive or limit any of MassHealth's legal rights or remedies which may arise from Contractor's unauthorized use or disclosure of any PI or other data received by it under this Contract. MassHealth's exercise or non-exercise of any authority under this Contract, including for example any rights of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve Contractor of any obligations set forth herein, nor be construed as a waiver of any of Contractor's obligations or as an acceptance of any unsatisfactory practices or privacy or security failures or breaches by Contractor.
- (e) Interpretation. Any ambiguity in this Contract shall be resolved to permit MassHealth to comply with the Privacy or Security Rules, HIPAA, and any other applicable law pertaining to the privacy, confidentiality, or security of PI or other data.

ATTACHMENT C:

BUDGET WORKSHEET

(Bidder may modify categories as appropriate to suit its response)

Applicant Organization Name: _____

Grant Period: from 10/19/07 to 06/30/08

I. Personnel:	Total Salary	# of FTEs	Current amount (before any grant awards)	Amount proposed to be covered by MassHealth and Commonwealth Care/Choice Grant	Amount added by other new funding (specify funding source in narrative)	Total Proposed spending
Program Staff						
Current staff used for project						
Proposed new hires for project						
Subtotal:						
II. Direct Costs						
Project Operations						
Equipment (including IT)						
Marketing/Communications/ Outreach						
Subtotal:						
III. Indirect Costs**						
Total Grant Request Amount						

In addition to completing this Cost Worksheet, attach a narrative (2-page limit) to it, detailing the elements of your Cost Proposal. Bidders should not allocate grant funds to cover expenses they would have funded in the absence of grant funding. *However, indirect costs**, or overhead, are those costs that are not exclusively part of the grant project but are necessary to conduct the grant.* Bidders' indirect costs are capped at 12%.

ATTACHMENT D:

Additional Contract Terms

This attachment includes contract terms that EOHHS intends to include in any Contract resulting from the RFR to which it is attached. EOHHS may, in its discretion, agree to additions and deletions to these terms that do not alter the requirements of the RFR, or the selected grantee's proposal, or the terms of the documents that have precedence over the selected grantee's proposal.

1. Elements of Contract; Integration

The Contract between EOHHS and the grantee consists of the following documents, listed in order of precedence:

- a. The Massachusetts Standard Contract Form;
- b. The Commonwealth Terms and Conditions;
- c. The contractual terms negotiated between EOHHS and the selected grantee;
- d. EOHHS's Request for Responses for MassHealth Enrollment Outreach Grants, dated August 29, 2007, as it may be amended; and
- e. The grantee's response to the RFR ("Proposal"), exclusive of any terms that are inconsistent with, or purport to modify or supersede, the Massachusetts Standard Contract Form, the Commonwealth Terms and Conditions, or the mandatory terms of the RFR.

The documents listed above, including attachments and exhibits, constitute the entire agreement of the parties with respect to the subject matter of the RFR, and supersede all prior written or verbal negotiations and statements. This document shall not be modified by any subsequent written or verbal communications other than in accordance with the section entitled Amendments.

2. Use and Disclosure of Data

The Contractor and its employees and subcontractors shall not use or disclose protected health information or other personal data (which terms include any data derived or extracted therefrom) before or after the termination or expiration of this Contract, except as required for the performance of this Contract and then only in accordance with RFR **Section 6.9** and the Business Associate Agreement.

3. Publications Regarding or Derived From This Contract

In the performance of this Contract, the Contractor may develop material suitable for publication under copyright as reports, manuals, pamphlets or other forms. To the extent such material is deliverable to EOHHS in the performance of this Contract, such material shall be deemed Work Product made for hire, and the Commonwealth shall exclusively own the copyright in such material. Other material derived from the Contractor's performance of this Contract shall not be published or offered for publication through any medium of communication, including press release, without the prior approval of EOHHS.

If the Contractor publishes a work dealing with its performance under this Contract, or the results and accomplishments attained in such performance, the Commonwealth shall have a non-exclusive, irrevocable, royalty-free license to reproduce, publish or otherwise use and authorize others to use the publication.

The Contractor shall not disseminate, reproduce, display or publish any report, information, data or other materials or documents produced in whole or in part pursuant to this Contract without the prior consent of EOHHS, nor shall any such report, information, data or other materials or documents be the subject of an application for copyright by or on behalf of the Contractor without the prior written consent of EOHHS.

4. Contract Expansion; EOHHS's Option to Modify Scope of Work

If additional funds become available during the Contract duration period, EOHHS reserves the right to increase the maximum obligation to some or all of the Contracts executed as a result of this RFR or to execute contracts with Grantees not funded in the initial selection process, subject to available funding, satisfactory Contract performance and service or commodity need.

EOHHS shall have the option at its sole discretion to modify, increase, reduce or terminate any activity related to this Contract whenever, in the judgment of EOHHS, the goals of the project have been modified or altered in a way that necessitates such changes. EOHHS will provide written notice of such action to the Contractor, and the parties will negotiate the effect of such changes in scope on the schedule and payment terms.

5. Notification of Administrative Change

The Contractor shall notify EOHHS in writing no later than 30 days prior to any change affecting its organization, or its performance of its responsibilities under this Contract, but if a change in business structure is voluntary, the Contractor shall provide a minimum of three months' notice to EOHHS. (See also section entitled Assignment.)

6. No Third-Party Enforcement

This Contract shall be enforceable only by the parties, or officers or agencies of the Commonwealth authorized to act on behalf of EOHHS or its successors. Nothing in this Contract shall be deemed to confer benefits or rights to any other parties.

7. Effect of Invalidity of Clauses

If any clause or provision of this Contract is in conflict with any state or federal law or regulation, that clause or provision shall be null and void and any such invalidity shall not affect the validity of the remainder of this Contract.

8. Authorizations

This Contract is subject to all necessary federal and state approvals, including but not limited to the Centers for Medicare and Medicaid Services (CMS), the Massachusetts Office of the Comptroller and, where applicable, the State Legislature and the Massachusetts Office of the Attorney General.

9. Notices

Notices to the parties as to any matter hereunder will be sufficient if given in writing and sent by certified mail (return receipt requested), postage prepaid, or delivered in hand or by an overnight delivery service with acknowledgment of receipt:

To EOHHS:

Carolyn Pitzl
Project Manager
EOHHS
600 Washington Street, 5th floor
Boston, MA 02111

To the Contractor:

Title:

With a copy to:

EOHHS General Counsel
1 Ashburton Place, 11th floor
Boston, MA 02108

With a copy to:**10. Equal Employment Opportunity**

All contracts entered into by the Contractor shall contain a provision requiring compliance with federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60.

11. Prohibited Activities and Conflict of Interest

The Contractor represents that no person who is an owner, employee, consultant, or subcontractor of the Contractor, has been debarred by any federal agency, excluded from participation in a program under Titles XVIII, XIX, or XXI of the Social Security Act, or subjected to a civil money penalty under the Social Security Act.

During the term of this Contract, the Contractor shall not have any interest that conflicts with the performance of services under the Contract for the duration of the Contract, it being understood that the sale of similar goods or services to other customers does not of itself constitute such a conflict.

12. Compliance with Laws

The Contractor shall comply with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority relating to its property or its operations under the terms of this Contract.

13. Amendments

No amendment to this Contract shall be effective unless it is signed by authorized representatives of the Contractor and EOHHS. All amendments are subject to appropriation, applicable law and regulations, and mutual agreement. The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein.

14. Assignment

The Contractor shall not assign or transfer any right, interest, or obligation under this Contract to any successor entity or other entity without the prior written consent of EOHHS.

15. Independent Contractor

The Contractor, its employees, and any other of its agents in the performance of this Contract, shall act in an independent capacity and not as officers or employees of EOHHS or the Commonwealth of Massachusetts.

16. Counterparts

This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

17. Section Headings

The headings of the sections of this Contract are for convenience only and will not affect the construction hereof.

18. Waiver

The acceptance of, or payment for, services rendered by the Contractor shall not be construed to waive any requirements of this Contract, or any of EOHHS's remedies for failure to fulfill such requirements.

***COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID
ONE ASHBURTON PLACE, 11TH FLOOR
BOSTON, MA 02108***

Request for Responses

for

**MassHealth, Commonwealth Care and Commonwealth Choice
Outreach and Network Coordination Grants**

December 12, 2007

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RFR ATTACHMENTS

ATTACHMENT A:

FY08 Budget Language Authorizing Enrollment Outreach Grants

ATTACHMENT B: Mandatory Forms and Certifications

- Exhibit 1: Commonwealth of Massachusetts Standard Contract Form**
- Exhibit 2: Commonwealth Terms and Conditions**
- Exhibit 3: Request for Taxation Identification Number and Certification (W-9)**
- Exhibit 4: Contractor Authorized Signature Verification Form**
- Exhibit 5: Affirmative Market Program Plan**
- Exhibit 6: Authorization for Electronic Funds Payment**
- Exhibit 7: Business Associate Agreement**

ATTACHMENT C: Cost Response Form (Budget Worksheet)

ATTACHMENT D: Sample Template of Program Work Plan

ATTACHMENT E: Additional Contract Terms

SECTION 1. OVERVIEW

Landmark health care reform legislation was signed into law in April 2006 with the goal of ensuring that all Massachusetts residents have health care insurance. Since the implementation of this law, government, the business community, the health care community, community-based organizations, advocate groups and individuals have contributed to making this goal a reality. Significant progress has been made, with over 165,000 individuals previously uninsured now enrolled in MassHealth and Commonwealth Care health insurance plans. Many efforts are under way across the Commonwealth to reach, inform, educate and enroll more individuals into qualifying health insurance plans. Equally important, and critical to the success of health care reform, is the need for thoughtful planning and collaboration to ensure the outreach and enrollment efforts are efficient, coordinated and sustainable.

The Executive Office of Health and Human Services (EOHHS) is issuing this Request for Responses (RFR) to solicit grant proposals from community and consumer-focused public and private nonprofit organizations to serve as lead organizations to a network of organizations working to reach and enroll potentially eligible people in state-subsidized and non-subsidized health insurance programs. The lead organizations will be responsible for establishing or expanding its network of organizations, and for ensuring coordination and collaboration of outreach and enrollment efforts among the participating network organizations. Examples of participating network organizations may include typical health care enrollment sites such as hospitals and community health centers, enrollment assistance organizations, and social service organizations. EOHHS encourages the inclusion of organizations not commonly or exclusively used for health care outreach efforts, such as local community colleges/universities, local business associations, and other civic organizations. Outreach and enrollment activities will include reaching, educating, informing potentially eligible residents of Massachusetts in state-subsidized and non-subsidized programs, thus ensuring that every individual in the Commonwealth who would be eligible for MassHealth or Commonwealth Care is enrolled in these health insurance programs, and that those who are not eligible are aware of the options approved by Commonwealth Choice. Grant activities will include development and execution of a strategic plan for conducting efficient, non-duplicative outreach and enrollment activities within the lead organization's network.

The state Fiscal Year 2008 budget established funding to assist with the task of identifying Massachusetts residents who could be eligible for MassHealth, Commonwealth Care or the Commonwealth Choice Health Insurance Program (see **Attachment A**). In accordance with the budget legislation, funding will be awarded to qualified organizations statewide, including in places where the U.S. Census deems there is a high percentage of uninsured individuals and in areas where there is a limited number of health care providers. Grants will be available for a relatively small number of qualified organizations (most likely between two and six) with an approximate funding range of \$100,000-\$150,000 per lead organization.

Lead organizations may manage a statewide network or a geographically based network. The lead organization will manage all network communications, including the convening of network meetings, coordination of training and other information resources, planning for outreach awareness activities as well as assigning activities in the network. The lead organization will be the primary point of contact for the Commonwealth and for organizations within the network.

1.1 Procurement Process: This RFR is being issued under the provisions of 801 CMR 21.00, which governs the procurement of goods and services by state agencies and requires a competitive procurement process, including the issuance of an RFR for acquisition of all commodities and services, as well as the provisions of 815 CMR 2.00. The terms of 801 CMR 21.00 are incorporated by reference into this RFR. Words used but not specifically defined in this RFR shall have the meanings defined in 801 CMR 21.00. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, using English customary weights and measures

(feet, pounds, quarts, etc.) and U.S. dollars. All responses must be submitted in accordance with the terms specified in **Section 3**.

This RFR has been distributed electronically using the Commonwealth of Massachusetts Procurement Access and Solicitation System (“Comm-PASS”) at www.comm-pass.com. See **Section 6.1** for more information about Comm-PASS.

EOHHS reserves the right to amend this RFR at any time prior to the date responses are due. Any such amendment will be posted on Comm-PASS. Potential bidders are advised to check this site regularly, as this will be the sole method used for notification of changes.

1.2 Duration of Contract: Contracts resulting from this RFR shall be for the 2008 calendar year (expected to be from February through December 2008). Any extensions of Contracts resulting from this RFR are subject to future legislative appropriation and based on satisfactory performance by any organization that receives a grant under this RFR.

1.3 Acquisition Method: Grants awarded under this RFR shall be for a fixed amount. EOHHS makes no guarantee that a Contract, or any obligation to purchase any commodities or services, will result from this RFR.

1.4 Single or Multiple Bidders: Multiple grants will be awarded.

1.5 RFR Available to Single or Multiple Departments: Single department use.

1.6 Bidder Qualifications: To be considered for a grant award pursuant to this RFR, bidders, in addition to all other requirements specified herein, must have:

- A. Knowledge and understanding of MassHealth, Commonwealth Care and/or Commonwealth Choice eligibility criteria, application and enrollment procedures as well as MassHealth annual eligibility review process, and the demonstrated ability to communicate this information effectively to organizations working in the community;
- B. Knowledge and understanding of the various MassHealth and Commonwealth Care coverage types and benefit packages, and the demonstrated ability to communicate this information effectively to organizations working in the community; and/or knowledge and understanding of the different health plans and benefit package choices available under Commonwealth Choice, and the demonstrated ability to communicate this information effectively to organizations working in the community;
- C. Demonstrated capacity to manage collaborative liaisons to enhance enrollment and outreach efforts through sharing and coordinating information and resources;
- D. A history of managing and successfully overcoming differences between operation and management styles of diverse organizations;
- E. Demonstrated capacity to hold a leadership position within network of organizations;
- F. Demonstrated experience conducting thorough gap analysis;
- G. Demonstrated success in providing and/or supporting community enrollment and outreach, or a formalized relationship with other organizations that provide enrollment in and outreach regarding state-subsidized and non-subsidized insurance programs;
- H. Knowledge and understanding of the Massachusetts health care reform law, including the individual mandate, minimum creditable coverage, and affordability rules; and the demonstrated ability to communicate this information effectively to organizations working in the community;

- I. Demonstrated experience in facilitating and organizing steering committees, trainings, presentations and evaluations;
- J. Demonstrated capacity for completing program evaluations, tracking applicants/enrollment activities, accurate record keeping, and compiling regular project status reports;
- K. Demonstrated capacity to develop and implement a program work plan which links program activities and outputs to program outcome measures;
- L. Knowledge and understanding of state subcontracting policies and procedures; demonstrated experience with providing adequate oversight to subcontractors and ensuring any subcontractors are providing satisfactory services;
- M. Demonstrated capacity for developing program measures of success;
- N. A history of networking, building and sustaining collaborative working relationships in the community, region and state; and
- O. Internet access or a plan to develop such capability, and a demonstrated capacity or willingness to assist organizations that provide electronic enrollment assistance to individuals potentially eligible for MassHealth or Commonwealth Care.

1.7 Conflict of Interest: Neither the bidder nor any subcontractor it proposes to use may have any interest that will conflict with the performance of services required under any Contract resulting from this RFR, or that may be otherwise anti-competitive, as determined by EOHHS, for the duration of the Contract. In order to so demonstrate, a bidder may be required to submit any additional relevant information requested by EOHHS regarding its or its subcontractor's financial, legal, contractual or other business interests. If EOHHS, in its sole judgment, determines that a bidder or its subcontractor possesses a conflicting interest, EOHHS may propose or consider any proposal of the bidder for any measures which would eliminate or mitigate such conflicting interest to EOHHS's satisfaction.

SECTION 2. PROGRAM DESCRIPTION

Under any Contract resulting from this RFR, the selected grantees, referred to throughout this document as "Contractors," will be expected to provide the services and deliverables substantially as described herein, informed by the bidder's response to the RFR and any additional requirements negotiated by EOHHS and the Contractor. Contractors will be responsible for the programmatic activities and services outlined in their proposals.

2.1 Target Populations: The programmatic activities are expected to serve target populations who are potentially eligible for MassHealth, Commonwealth Care or Commonwealth Choice, and who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status.

2.2 Contract Services are expected to include the Contractor's development of a network of participating organizations as well as development and execution of an effective, non-duplicative outreach and enrollment work plan for its network. (See **Attachment E** for a sample template of what such a work plan might look like.) Daily activities will include various tasks involved in carrying out the work plan as well as providing necessary support and assistance to all participating network organizations. Contractors will provide support through communications, trainings, presentations and evaluations for the network organizations. Services will also include convening network meetings, coordinating informational resources, as well as offering technical assistance. Additionally, Contractors will serve as the single point of contact for the state concerning all network activities.

- 2.3 Contract Deliverables** are expected to include, but will not necessarily be limited to: completing and submitting monthly project status reports, to include updates on the execution of the work plan, compilation of network activities completed, as well as documentation of individual participating network organizations' enrollment numbers; an ongoing demonstration that the Contractor has a clear understanding and knowledge of the most recent developments in health care reform and that this information is being disseminated within the network; and evidence that its participating network organizations attend all appropriate Contractor training sessions and state-sponsored training sessions.

SECTION 3. RESPONSE REQUIREMENTS

- 3.1 Response Submission Instructions:** Bidders should follow the RFR's submission instructions carefully. Information wrongly placed or out of sequence may be ignored or treated as missing.

- A.** Bidders must submit **one** original (clearly marked "**Original**") copy of their response, which includes their Cover Letter, Programmatic Response, all Mandatory Forms and Certifications (**Attachment B**), and Cost Response (**Attachment C**) documents. *In addition*, bidders must supply **five** double-sided, reproducible copies of their Cover Letter, Programmatic Response, and Cost Response documents, bound by a clip. (Please note: the mandatory forms and certifications do not need to be included in these copies.) The original and each copy must be clearly labeled with the title of this RFR and the bidding entity's legal name. Responses are to be sent to the address in subsection **C**, below.
- B.** The proposal must contain the following five components:
- 1.** A Cover Letter signed by an individual authorized to negotiate for and execute the Contract on behalf of the bidder, and that includes **all** of the following information (failure to submit a cover letter including all components may result in disqualification for consideration):
 - A statement that the response is a grant application for a MassHealth, Commonwealth Care and Commonwealth Choice Outreach and Network Coordination Grant;
 - the name and principal address of the bidder organization;
 - a description of the type of legal entity the bidder is (e.g., not-for-profit corporation, limited partnership, general partnership, trust);
 - the name, address, e-mail, fax and telephone number of the bidder's contact person; and
 - a statement that the bidder's response is effective through the date that the bidder executes a grant Contract with EOHHS.
 - 2.** A Programmatic Response (maximum length: **12** pages), as described in **Section 3.2**.
 - 3.** The Mandatory Forms and Certifications, as described in **Section 3.3** and RFR **Attachment B**.
 - 4.** A Cost Response (Budget Worksheet and Narrative), as described in **Section 3.4** and RFR **Attachment C**. Bidders must attach narrative to budget worksheet, describing in detail how each field on the worksheet is being used and by whom.
- C.** Responses must be received by EOHHS at the following address **no later than 3:00 p.m.** on the date stated in **Section 5**. Responses must be addressed to:
- Geraldine Sobkowicz, Procurement Coordinator
Executive Office of Health and Human Services, Legal Unit
One Ashburton Place, 11th floor
Boston, MA 02108

Any response received after the deadline will be rejected.

3.2 Programmatic Submission Requirements: The Programmatic Response should reflect the bidder's understanding of the MassHealth, Commonwealth Care and Commonwealth Choice Outreach and Network Coordination Grants project described in **Sections 1 and 2** of this RFR, and should explain how the bidder intends to fulfill the purpose of the grant. The Programmatic Response should specifically address how the bidder meets each of the bidder qualifications outlined in **Section 1.6**. Proposals should be innovative and as specific as possible in describing how the network is or will be established and how the bidder will coordinate activities of network organizations.

Programmatic proposals may not exceed **12** pages. The cover letter and any other supporting documentation or forms specifically required by this RFR will not be counted in calculating the bidder's page limits.

Pages should be double-sided and single-spaced. Minimum font size is 11. Minimum margin size is $\frac{3}{4}$ inch.

All bidders must answer the following questions:

1. Provide a brief abstract of the proposed program (no more than 1 page), including the dollar amount of the grant being requested; and anticipated outcomes (including but not limited to how many organizations will be participating in the network, approximation of outreach activities per network organization, approximation of enrollment numbers per month per network organization, approximation of outreach and enrollment activities for whole network, per month and per grant cycle, anticipated number of network meetings, and number of network trainings). Include how your organization will utilize the network to improve communication, cooperation and coordination of outreach and enrollment activities.
2. Provide the following information about your organization and the network:
 - a. Describe your organization's mission and programs. Include organization chart(s) to demonstrate the structure and daily business flow.
 - b. *If proposing to use a subcontractor*, identify the subcontractor, if known, and briefly describe its organization. Explain in detail the task(s) for which it will be responsible, and how you will manage and integrate its activities with your responsibilities under the Contract.
 - c. Briefly describe your organization's experience in a collaborative liaison role. Include information about your organization's level of readiness, including a list of current staff that will be involved and their qualifications and any proposed staffing, with job description/qualifications for this project. Also include an example of a successful activity of your organization that demonstrates the ability to set tangible objectives resulting in measurable outcomes.
 - d. Briefly describe the make-up of the network, including names of participating organizations, if known. Where established relationships already exist, include proof of participation through documentation, such as a memorandum of understanding between your organization and the participating network organizations; where the network relationships are not yet established, describe how you will ensure that the organizations you intend to recruit will formalize a relationship with you for the purposes of this grant project.
 - e. Briefly describe the qualifications and experience required of participating network organizations.

- f. Briefly describe how you will identify your network's assets and utilize them to enhance overall outreach and enrollment for the network.
 - g. Address any cultural capacities, foreign language expertise, experience with low-income populations, or other specialized capabilities or experience of your staff or your organization that would be beneficial to this project.
 - h. Briefly describe your plan of sustainability in order to continue these services beyond the grant cycle. Provide details on any tools, resources or processes that will be developed as a result of grant funding and used beyond the grant cycle.
3. Provide a detailed description of the programmatic activities you will implement with the grant funds, including:
 - a. A description of the network of organizations that you intend to coordinate and manage and the manner in which effective coordination will be achieved;
 - b. A timeline for the activities you propose to perform, listing each identified activity and deliverable for your organization, measure of success and the staff responsible;
 - c. A timeline for the activities you anticipate participating network organizations will perform, listing identified activities and deliverables for the participating organizations, your measure of success of the individual participating network organizations;
 - d. A plan for conducting thorough gap analysis and how activities will be assigned/delegated within the network;
 - e. A plan for collecting qualitative data timely regarding programmatic activities, including outcome measurements you propose to use and the staff responsible for this task;
 - f. A description of your target population or market, if any (e.g., individuals with disabilities, homeless, families, working adults, specific ethnic groups, or specific geographic areas); and
 - g. A description of efforts, if any, to include in the network business, educational or other civic organizations that are not typical health care outreach sites and how the lead organization will provide leadership to such organizations.
4. Explain how information technology (IT) is currently used by your organization for MassHealth, Commonwealth Care, and/or Commonwealth Choice outreach and eligibility assistance, if at all. Describe your organization's IT resources. Specify what type of internet connection is maintained. Describe how IT will be used to provide qualitative data to the state and as a tool for collaboration within the network. Describe your organization's expectations for IT for participating network organizations. Describe your plan on obtaining necessary qualitative outreach and enrollment data for those network organizations that do not meet the IT requirements.
5. Affirm in writing the following:
 - a. that if awarded a grant, the Contractor will attend all Contract-required MassHealth-sponsored and Connector-sponsored orientations, trainings and grant events, including MassHealth training forums during the Contract period;
 - b. that if awarded a grant, the Contractor will participate in a statewide evaluation strategy to collect and monitor all quantitative data related to specific outreach and enrollment activities, including the number of applications submitted for MassHealth and Commonwealth Care, and, for those who are not eligible, the number of individuals advised about the opportunities available to them through Commonwealth Choice;

- c. that if awarded a grant, the Contractor shall distribute marketing materials developed by MassHealth and the Connector;
- d. that all program-specific materials for outreach and training will be submitted to EOHHS for approval prior to distribution, and
- e. *if proposing to use a subcontractor*, that the Contractor understands that it will not be relieved of any legal obligations under any Contract resulting from this RFR as a result of any contract with a subcontractor; that the Contractor shall be fully responsible for the subcontractor's performance; and that all subcontracts and other agreements or arrangements for reimbursement will be in writing, will incorporate the contents of the Business Associate Agreement (**Exhibit 7**), and will contain terms consistent with all terms and conditions of the Contract.

3.3 Mandatory Forms and Certifications: The bidder shall submit the Commonwealth-required forms **1-6** identified below. All these forms will be incorporated by reference into the RFR and all forms, except **Attachment B, Exhibit 7** (which is attached to this document), are available either as separate files within the "Forms and Specifications" tab of the Comm-PASS posting for this RFR, or on the website of the state's Operational Services Division. From the Comm-PASS home page (www.comm-pass.com) click on the "OSD homepage" link on the bottom right side of the page. On the OSD home page, in a blue box on the right, click on "Related links," then select "OSD Forms" and a list of all forms appears.

Please note that a new **Standard Contract Form (Attachment B, Exhibit 1)** was issued by the Commonwealth of Massachusetts in June 2007. This form incorporates the following certifications and attachments that no longer need to be attached as separate documents: Executive Order 481 Certification (Prohibition from using undocumented workers); Northern Ireland Notice and Certification; Affirmative Action Commitment Statement; and Consultant Contractor Mandatory Submission Form. *Bidders are responsible for reviewing the Standard Contract Form electronically online, including the Instructions and hyperlinks.*

1. **Commonwealth of Massachusetts Standard Contract**
2. **Commonwealth Terms and Conditions**
3. **Request for Taxpayer Identification Number and Certification (W-9)**
4. **Contractor Authorized Signatory Listing**
5. **Affirmative Market Program Plan** (see **Section 6.2** for more information)
6. **Authorization for Electronic Funds Payment Form** (see **Section 6.9** for more information)
7. **Business Associate Agreement** (This form is only included with the RFR for bidders' information – see **Attachment B, Exhibit 7** and **Section 6.11** for more information. *Bidders are not required to return this form with their proposal.* Only those bidders awarded grants will be required to execute the Business Associate Agreement.)

3.4 Cost Response Requirements (Budget Worksheet and narrative): Bidders shall complete the Budget Worksheet, attached to the RFR as **Attachment C**. Bidders must also submit narrative (no more than one page) to clarify any elements of their Budget Worksheet.

SECTION 4. RESPONSE EVALUATION PROCESS

Responses to this RFR shall be evaluated by an Evaluation Committee (also known as a “Procurement Management Team,” or PMT) appointed by EOHHS.

4.1 Response Review and Evaluation Criteria

- A. Initial Review:** All responses shall be initially reviewed to determine compliance with the general response submission instructions in **Section 3.1** and inclusion of the mandatory forms described in **Section 3.3**. Responses that meet those requirements shall have their Programmatic (**Section 3.2**) and Cost (**Section 3.4**) responses reviewed and evaluated by the Committee against the criteria in **Sections 4.1.B** and **C**, below.
- B. Programmatic Response Review:** The Committee shall qualitatively rate each Programmatic Response by evaluating each element for comprehensiveness, appropriateness, feasibility, clarity, effectiveness, innovation, and responsiveness to the needs of EOHHS. In addition to the Programmatic response, the Committee may consider any relevant information about the bidder known to EOHHS.
- C. Cost Response Review:** Each Cost Response shall be reviewed and rated by the Committee for its reasonableness, effectiveness, and ability to identify those resources, both grant-related and internal, to be used in the bidder’s project implementation.
- D. SOMWBA:** The Committee shall give preference to any bidder’s aggregate Programmatic and Budget response rating over an equal aggregate rating where the bid is submitted by an organization that is certified as a Minority Business Enterprise (MBE) by the State Office of Minority and Women Business Assistance (SOMWBA). **See Section 6.2.**
- E. Noncompliance:** EOHHS reserves the right to reject a bidder’s response at any time during the evaluation process if the bidder:
 - Fails to demonstrate to EOHHS’s satisfaction that it meets all RFR requirements;
 - Fails to submit all required information or otherwise satisfy all response requirements in **Section 3**;
 - Has any interest that may, in EOHHS’s sole determination, conflict with performance of services for the Commonwealth or be anti-competitive; or
 - Rejects or qualifies its agreement to any of the mandatory provisions of the RFR or the Commonwealth’s Standard Contract or Terms and Conditions.

The Evaluation Committee may determine non-compliance with an RFR requirement is insubstantial. In such cases, the Committee may seek clarification, allow the Bidder to make minor corrections, apply appropriate penalties in evaluating the response, or apply a combination of all three remedies.

- F. Clarifications:** The Committee may determine some element of a bidder’s response requires clarification to verify its responsiveness to the RFR or facilitate a fair comparison with competing proposals. In such cases, the Committee may seek clarification from the bidder. All bidders will be accorded fair and equal treatment with respect to any opportunity for clarification.

4.2 Recommendation for Awards: After the Committee completes its evaluation of all of the responses, the Committee shall make recommendations for Contract awards to the Medicaid Director who shall make award decisions. The Director’s decision will be based on the Committee’s recommendation and on the best interests of the Commonwealth. Awards are contingent upon successful negotiation of the Contract terms.

SECTION 5. RFR TIMETABLE

All dates are estimated *except* due dates for written inquiries and for receipt of bidder responses.

#	DESCRIPTION	DATE
1	RFR released	Dec. 12, 2007
2	Deadline for receipt of written questions on the RFR (refer to RFR Section 6.5)	Dec. 17, 2007
3	Anticipated date for written answers	Dec. 20, 2007
4	Deadline for receipt of Bidder Responses	Jan. 08, 2008
5	Grantees selected (anticipated)	mid-January 2008
6	Projected Contract start date (anticipated)	Feb. 4, 2008

SECTION 6. ADDITIONAL PROCUREMENT INFORMATION AND TERMS

6.1 Comm-PASS: Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the solicitation.

Bidders are solely responsible for obtaining all information distributed for this solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support bidder submission of written questions associated with a solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the solicitation.

It is each bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the solicitation's Summary tab, and
- Any Bidders' Forum records related to this solicitation (see "Locating an Online Bidders' Forum" for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than Comm-PASS.

Comm-PASS SmartBid Subscription: Bidders may elect to obtain an optional SmartBid subscription which provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, SmartBid provides a subscriber with:

- A secure desktop within Comm-PASS for efficient record management;
- A customizable profile reflecting the subscriber's product/service areas of interest;
- A customizable listing in the publicly accessible Business Directory, an online "yellow-pages" advertisement;
- Full-cycle, automated email alert whenever any record of interest is posted or updated;

- Access to Online Response Submission, when allowed by the Issuer, to support:
 - paperless bid drafting and submission to an encrypted lock-box prior to close date;
 - electronic signature of OSD forms and terms; agreement to defer wet-ink signature until Contract award, if any;
 - withdrawal of submitted bids prior to close date; and
 - online storage of submitted bids.

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

6.2 Affirmative Market Program (AMP): Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Affirmative Market Program in Public Contracting. M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. All bidders must follow the requirements set forth in the AMP section of the RFR, which will detail the specific requirements relating to the prime vendor's inclusion of M/WBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidders' participation of AMP objectives, the Affirmative Market Program (AMP) Plan for large procurements greater than \$50,000 will be evaluated at 10% or more of the total evaluation. Once an AMP Plan is submitted, negotiated and approved, the agency will then monitor the contractor's performance, and use actual expenditures with SOMWBA certified contractors to fulfill their own AMP expenditure benchmarks. M/WBE participation must be incorporated into and monitored for all types of procurements regardless of size; however, submission of an AMP Plan is mandated only for large procurements over \$50,000.

This RFR will contain some or all of the following components as part of the Affirmative Market Program Plan submitted by bidders:

- Growth and Development activities to increase M/WBE capacity,
- Ancillary use of certified M/WBE firms,
- Past Performance or information of past expenditures with certified M/WBEs; and
- Additional incentives for bidders to commit to at least one certified MBE and WBE in the submission of AMP Plans.

A Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), M/Non-Profit, or W/Non-Profit, is defined as such by the State Office of Minority and Women Business Assistance (SOMWBA). All certified businesses that are included in the bidder's AMP proposal are required to submit an up to date copy of their SOMWBA certification letter. The purpose for this certification is to participate in the Commonwealth's Affirmative Market Program for public contracting. Minority- and Women-Owned firms that are not currently certified but would like to be considered as an M/WBE for the purpose of this RFR should submit their application at least two weeks prior to the RFR closing date and submit proof of documentation of application for consideration with their bid proposal. For further information on SOMWBA certification, contact their office at 1-617-973-8692 or via the Internet at mass.gov/somwba.

6.3 Best Value Selection and Negotiation: The Committee may recommend the responses that demonstrate the best value overall, including proposed alternatives, which will achieve the Legislature's and EOHHS's goals for the grant awards. The Committee and a selected bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected bidder's

response that results in lower costs or a more cost-effective or better value than was presented in a selected bidder's original response.

- 6.4 Bidder Communications:** Bidders are prohibited from communicating directly with any employee of EOHHS concerning this RFR except as specified below, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR.

RFR Contact: Geraldine Sobkowicz, Procurement Coordinator
Executive Office of Health and Human Services, Legal Unit
One Ashburton Place, 11th floor
Boston, MA 02108

Phone: (617) 573-1678 Fax: (617) 573-1893
e-mail: Geraldine.sobkowicz@state.ma.us

- A. Reasonable Accommodation:** Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must submit a written statement to the RFR contact person describing the bidder's disability and the requested accommodation to the contact person for the RFR. EOHHS reserves the right to reject unreasonable requests.
- B. RFR Copies:** Bidders may request a copy of the RFR, or any of its components, by contacting the RFR contact person.

- 6.5 RFR Inquiries:** Bidders may make written inquiries concerning this RFR until no later than the date and time specified in the Timetable in **Section 5** of this RFR. Written inquiries must be sent to the RFR contact at the address listed in **Section 6.4** above. No acknowledgment of receipt shall be given.

EOHHS will review all questions and, at its discretion, prepare written responses to those it determines to be of general interest and relevant to the preparation of a response to the RFR. These responses will be posted on the state's Comm-PASS website. Hard-copy responses will be made available only upon request. Only written responses will be binding on EOHHS.

- 6.6 Electronic Communication/Update of Bidder's/Contractor's Contact Information:** It is the responsibility of the prospective bidder and awarded Contractor to keep current the e-mail address of the bidder's contact person and prospective Contract manager, if awarded a Contract, and to monitor that e-mail inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective bidder's/awarded Contractor's designated e-mail address is not current, or if technical problems, including those with the prospective bidder's/awarded Contractor's computer, network or internet service provider (ISP) cause e-mail communications sent to/from the prospective bidder/awarded Contractor and the PMT to be lost or rejected by any means, including e-mail or spam filtering.

- 6.7 Addendum or Withdrawal of RFR:** EOHHS reserves the right to amend the RFR at any time prior to the deadline for submission of responses and to terminate this procurement in whole or in part at any time. If EOHHS decides to amend or clarify any part of this RFR, any amendment will be posted on Comm-PASS.

- 6.8 Costs:** Costs not specifically identified in a bidder's response and accepted by EOHHS as part of a Contract will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders in responding to

this RFR.

6.9 Electronic Funds Transfer (EFT): All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](http://www.mass.gov/osd) page (www.mass.gov/osd). Additional information about EFT is available on the [VendorWeb](http://www.mass.gov/osc) site (www.mass.gov/osc). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the bidder.

6.10 Environmental Response Submission Compliance: In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double-sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

6.11 Identifiable Health Information: Any department subject to the requirements of 45 CFR 160, 162, and 164 (the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) that seeks bidders to perform a function or activity involving the use or disclosure of protected health information must include a provision in the RFR informing bidders of their contractual obligations, if any, that the department will require to comply with HIPAA.

All grantees (Contractors) selected as a result of this RFR will be required to execute a "Business

Associate Agreement” with EOHHS, attached for bidders’ reference as RFR **Attachment B, Exhibit 7**. By executing this document the Contractor will be assuring EOHHS that it will appropriately safeguard protected health information made available to or obtained by the grantee (“PHI”). Without limiting the obligations of the Contractor otherwise set forth in this RFR or imposed by applicable law, the Contractor agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity the Contractor performs on behalf of EOHHS. The Contractor agrees to require any subcontractor to comply with these same requirements.

6.12 Incorporation of RFR: This RFR and any documents a bidder submits in response to it may be incorporated by reference into any Contract awarded to that bidder.

6.13 Public Records: All responses and related documents submitted in response to this RFR become public records and are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and M.G.L. c. 4, § 7, subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded.

EOHHS will not return to bidders any proposals or materials they submit in response to this RFR.

6.14 Restriction on the Use of the Commonwealth Seal: Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a Contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

6.15 Response Duration: The bidder’s response shall remain in effect until any Contract with the bidder is executed.

6.16 Subcontracting: The Contractor is fully responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to comply with the same federal and state laws and regulations and applicable Contract requirements as the Contractor. EOHHS reserves the right to reject any subcontractor the bidder may propose.

ATTACHMENT A:**FY08 Budget Language Authorizing Enrollment Outreach Grants**

Line Item 4000-0352 \$3,500,000

For MassHealth enrollment outreach grants to public and private nonprofit groups to be administered by the executive office in consultation with the Health Care Reform Outreach and Education Unit; provided, that grants shall be awarded to groups statewide, including areas in which the United States Census deems there exists a high percentage of uninsured individuals and areas in which there are limited health care providers; provided further, that funds shall be awarded as grants to community and consumer-focused public and private nonprofit groups to provide enrollment assistance, education and outreach activities directly to consumers who may be eligible for MassHealth, the Commonwealth Care Program, or the Commonwealth Choice Program, and who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status and representative of communities throughout the commonwealth; provided further, that funds shall be allocated to provide informational support and technical assistance to recipient organizations and to promote appropriate and effective enrollment activities through the statewide health access network; provided further, that the cost of information support and technical assistance shall not exceed 10 per cent of the appropriation and shall not be used to defray current state obligations to provide this assistance; provided further, that in awarding said grants, the executive office of health and human services, in consultation with the Health Care Reform Outreach and Education Unit, shall provide written guidance to selected grantees with specific strategies of how to expend funds in the most efficient manner to target populations and avoid duplication of activities, including examples of best practices among prior year outreach grant recipients; and provided further, that the secretary shall report to the house and senate committees on ways and means on the exact amounts distributed in fiscal year 2008 by February 1, 2008 and the extent to which any portion of resulting expenditures are eligible for federal reimbursement

ATTACHMENT B:
Mandatory Forms and Certifications
(See RFR Section 3.3)

- Exhibit 1:** Commonwealth of Massachusetts Standard Contract Form
- Exhibit 2:** Commonwealth Terms and Conditions
- Exhibit 3:** Request for Taxation Identification Number and Certification (W-9)
- Exhibit 4:** Contractor Authorized Signature Verification Form
- Exhibit 5:** Affirmative Market Program Plan
- Exhibit 6:** Authorization for Electronic Funds Payment
- Exhibit 7:** Business Associate Agreement *[attached for reference – not to be returned with proposals]*

ATTACHMENT B

Exhibit 7: Business Associate Confidentiality Agreement

I. Definitions

All terms used but not otherwise defined in the MassHealth, Commonwealth Care and Commonwealth Choice Outreach and Network Coordination Grant Contract or RFR shall be construed in a manner consistent with the Privacy Rule, the Security Rule, and other applicable state or federal confidentiality or data security laws.

- (a) Individual. “Individual” shall mean the person who is the subject of the Protected Information, and shall include a person who qualifies as a personal representative in accord with 45 CFR § 164.502 (g).
- (b) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164.
- (c) Protected Information (PI). “Protected Information” shall mean any “Personal Data” as defined in M.G.L. c. 66A and any “Protected Health Information,” as defined in the Privacy Rule, that Contractor creates, receives, obtains, uses, maintains, or discloses under this Contract.
- (d) Required By Law. “Required By Law” shall have the same meaning as used in the Privacy Rule.
- (e) Secretary. “Secretary” shall mean the Secretary of the US Department of Health and Human Services or the Secretary’s designee.
- (f) Security Incident. “Security Incident” shall have the same meaning as used in the Security Rule.
- (g) Security Rule. “Security Rule” shall mean the Security Standards for the Protections of Electronic Protected Health Information, at 45 CFR Parts 160, 162, and 164.

II. Contractor’s Obligations

- (a) Contractor acknowledges that in the performance of this Contract it will become a “Holder” of “Personal Data,” as such terms are used within M.G.L. c. 66A. Contractor agrees that, in a manner consistent with the Privacy Rule and the Security Rule, as applicable, it shall comply with M.G.L. c. 66A and any other applicable state or federal law governing the privacy or security of any data created, received, obtained, used, maintained, or disclosed under this Contract.
- (b) Contractor acknowledges that in the performance of this Contract it is MassHealth’s Business Associate, as that term is used in the Privacy Rule and Security Rule, and that it shall comply with all standards applicable to a Business Associate under such rules.
- (c) At all times, Contractor shall recognize MassHealth’s right to control access, use, disclosure, and disposition of all data created, obtained, received, used, maintained, or disclosed under this Contract, including all PI, and any data derived or extracted from such data.
- (d) Contractor shall not use or disclose PI other than as permitted or required by this MassHealth, Commonwealth Care and Commonwealth Choice Outreach and Network Coordination Grant Contract or as

Required By Law, consistent with the restrictions of 42 CFR 431.306 (f), M.G.L. c. 66A, any other applicable federal or state privacy or security law.

(e) Contractor shall ensure that any agent or subcontractor to whom it provides PI received from, or created or received by it on behalf of MassHealth agrees in writing to the same restrictions and conditions that apply to Contractor under this Contract with respect to such information. Contractor is solely responsible for its agents' and subcontractors' compliance with all provisions of this MassHealth, Commonwealth Care and Commonwealth Choice Outreach and Network Coordination Grant Contract. Contractor is not relieved of any obligation under this Contract because PI was in the hands of its agent or subcontractor or because its agent or subcontractor failed to fulfill any reporting obligation to it necessary for Contractor to fulfill its reporting obligations hereunder.

(f) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PI. Upon MassHealth's request, Contractor shall permit representatives of MassHealth access to premises where PI is maintained, created, used, or disclosed for the purpose of inspecting privacy and security arrangements. Such safeguards shall meet, at a minimum, all standards set in the Privacy and Security Rules, as applicable to a business associate. Contractor shall comply with all security mechanisms and processes established for access to any of MassHealth's databases. Contractor shall protect from inappropriate use or disclosure any password, user ID, or other mechanism or code permitting access to any database containing MassHealth's PI, and shall give MassHealth prior notice of any change in personnel whenever the change requires a termination or modification of any such password, user ID, or other security mechanism or code to maintain the integrity of the database.

(g) Immediately upon becoming aware of any use or disclosure of PI not permitted under this Contract or of any Security Incident, Contractor shall take all appropriate action necessary to: 1) retrieve, to the extent practicable, any PI used or disclosed in the non-permitted manner, 2) mitigate, to the extent practicable, any harmful effect of the non-permitted use or disclosure of the PI known to Contractor, and 3) take such further action as may be required by any applicable state or federal law concerning the privacy and security of such PI. Within two business days of becoming aware of the non-permitted use or disclosure, Contractor shall report to MassHealth, both verbally and in writing, the nature of the non-permitted use or disclosure, the harmful effects known to Contractor, all actions it has taken or plans to take in accord with this paragraph, and the results of all mitigation actions already taken by it under this paragraph. Upon MassHealth's request, Contractor shall take such further actions as deemed appropriate by MassHealth to mitigate, to the extent practicable, any harmful effect of the non-permitted use or disclosure. Any actions to mitigate harmful effects of privacy or security violations undertaken by Contractor on its own initiative or pursuant to MassHealth's request under this paragraph shall not relieve Contractor of its obligations to report such violations as set forth in other provisions of this Contract.

(h) Contractor shall immediately report to MassHealth, both verbally and in writing, any instance where PI or any other data obtained under this Contract is requested, subpoenaed, or becomes the subject of a court or administrative order or other legal process. In response to such requests, Contractor shall take all necessary legal steps to comply with M.G.L. c. 66A, Medicaid regulations including 42 CFR 431.306 (f), and any other applicable federal and state law. In no event shall Contractor's immediate reporting obligations under this paragraph be delayed beyond two business days from obtaining such knowledge or request for data.

(i) Contractor shall provide MassHealth, or upon MassHealth's request, the Individual, with access to or copies of any PI maintained by it, as shall be necessary for MassHealth to meet its obligation under 45 CFR § 164.524 to provide an Individual with access to certain PI pertaining to the Individual. Such access or copies shall be provided to MassHealth or to the Individual at a reasonable time and manner to be specified by MassHealth in the request and as shall be necessary for MassHealth to meet all time and other requirements set

forth in 45 CFR § 164.524. In the event Contractor receives a request for access directly from an Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth and proceed in accord with this paragraph.

(j) Contractor shall make any amendment(s) to PI that MassHealth requests in order for MassHealth to meet its obligations under 45 CFR § 164.526. Such amendments shall be made promptly in a manner specified in, and in accord with any time requirement under, 45 CFR § 164.526. In the event Contractor receives a request for amendment directly from the Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth, and shall only make any amendment in accord with MassHealth's instructions.

(k) Contractor shall document all disclosures of PI, and required information related to such disclosures, as would be necessary for MassHealth to respond to a request by an Individual for an accounting of disclosures of PI and related information in accord with 45 CFR § 164.528. In the event Contractor receives a request for an accounting directly from an Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth and proceed in accord with this paragraph. Within 10 business days of MassHealth's request, Contractor shall make a listing of such disclosures and related information available to MassHealth, or upon MassHealth's direction to the Individual.

(l) Contractor shall make its internal practices, books, and records, including policies and procedures and PI, relating to the use and disclosure of PI received from, or created or received by it on behalf of, MassHealth, available to MassHealth or upon MassHealth's request, to the Secretary, in a time and manner designated by either MassHealth or the Secretary for purposes of the Secretary determining MassHealth's compliance with the Privacy Rule.

(m) Contractor shall designate a person, who shall act as custodian of PI and all other data obtained under this Contract, and who shall oversee Contractor's compliance with this MassHealth, Commonwealth Care and Commonwealth Choice Outreach and Network Coordination Grant Contract. Contractor shall provide MassHealth with the name of such custodian within fifteen days of the effective date of this Contract, and thereafter within fifteen days of any transfer of this duty to another person within its organization.

III. Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Contract, Contractor may only use or disclose PI to perform functions, activities, or services for, or on behalf of, MassHealth as specified the Contract, provided such use or disclosure would not violate the Privacy Rule if done by MassHealth or not violate the minimum necessary policies and procedures of MassHealth. In performing functions, activities, or services for or on behalf of MassHealth, Contractor represents that it will only request from MassHealth an amount of PI that it reasonably believes is the minimally necessary to perform the function, activity, or service for which it is needed under this Contract and to the extent this Contract authorizes Contractor to request PI from other covered entities on MassHealth's behalf, Contractor shall only request an amount of PI that it reasonably believes is the minimally necessary to perform the function, activity, or service for which the PI is needed under this Contract.

IV. Specified Use and Disclosure for Management and Administration

(a) Except as otherwise limited in this MassHealth, Commonwealth Care and Commonwealth Choice Outreach and Network Coordination Grant Contract, Contractor may use PI for its proper management and administration or to carry out its legal responsibilities.

(b) Except as otherwise limited in this MassHealth, Commonwealth Care and Commonwealth Choice Outreach and Network Coordination Grant Contract, Contractor may disclose PI for its proper management

and administration, provided that disclosures are Required By Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law, consistent with the restrictions of 42 CFR 431.306 (f) and M.G.L. c. 66A or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this MassHealth Commonwealth Care and Commonwealth Choice Outreach and Network Coordination Grant Contract, Contractor may use PI to provide Data Aggregation services to MassHealth as permitted by 42 CFR § 164.504 (e)(2)(i)(B).

V. Obligations of MassHealth

(a) MassHealth shall notify Contractor of any limitation(s) in its notice of privacy practices issued in accord with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PI.

(b) MassHealth shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PI, to the extent that such changes may affect Contractor's use or disclosure of PI.

(c) MassHealth shall notify Contractor of any restriction to the use or disclosure of PI that it has agreed to in accord with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PI.

VI. Effect of Termination

(a) Upon termination of this Contract for any reason whatsoever, Contractor shall, at MassHealth's option, either return or destroy all PI and other data obtained or created in any form under this Contract, and Contractor shall not retain any copies of all such PI and data in any form. This provision shall apply to all PI and other data in the possession of Contractor's subcontractors or agents, and Contractor shall ensure that all such PI and data in the possession of its subcontractors or agents has been returned or destroyed and that no subcontractor or agent retains any copies of such PI and data in any form. In no event shall Contractor destroy any PI or other data without first obtaining MassHealth's approval.

(b) If Contractor determines that returning or destroying PI or other data is not feasible, Contractor shall provide MassHealth with written notification of the conditions that make return or destruction not feasible. If based on Contractor's representations, MassHealth concurs that return or destruction is not feasible, Contractor shall extend all protections set forth in this Contract to all such PI or data and shall limit further uses and disclosures of such data to those purposes that make the return or destruction of such data not feasible, for as long as Contractor maintains the PI and other data.

(c) Notwithstanding any other provision concerning the term of this Contract, all protections pertaining to any PI or other data covered by this Contract shall continue to apply until such time as all such PI and data is returned to MassHealth or destroyed, or if return or destruction is not feasible, protections are applied to such PI and data in accord with subsection (b) immediately above.

VII. Miscellaneous Provisions

- (a) Regulatory References. Any reference in this Contract to a section in the Privacy or Security Rules or other regulation or law refers to that section as in effect or as amended.
- (b) Amendment. Contractor agrees to take such action as is necessary to amend this Contract in order for MassHealth to comply with any requirements of the Privacy or security Rules, the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), and any other applicable law pertaining to the privacy, confidentiality, or security of PI or other data. Upon MassHealth's request, Contractor agrees to enter promptly into negotiations for any amendment as MassHealth, in its sole discretion deems necessary for MassHealth's compliance with any such laws. Contractor agrees that, notwithstanding any other provision in this Contract, MassHealth may terminate this Contract immediately upon written notice, in the event the Contractor fails to enter into negotiations for, and to execute, any such amendment.
- (c) Survival. The obligations of Contractor under Section VI, above, shall survive the termination of this Contract.
- (d) Waiver. Nothing in this Contract shall be construed to waive or limit any of MassHealth's legal rights or remedies which may arise from Contractor's unauthorized use or disclosure of any PI or other data received by it under this Contract. MassHealth's exercise or non-exercise of any authority under this Contract, including for example any rights of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve Contractor of any obligations set forth herein, nor be construed as a waiver of any of Contractor's obligations or as an acceptance of any unsatisfactory practices or privacy or security failures or breaches by Contractor.
- (e) Interpretation. Any ambiguity in this Contract shall be resolved to permit MassHealth to comply with the Privacy or Security Rules, HIPAA, and any other applicable law pertaining to the privacy, confidentiality, or security of PI or other data.

ATTACHMENT C:

BUDGET WORKSHEET

(Bidder may modify categories as appropriate to suit its response)

Applicant Organization Name: _____

Grant Period: from 02/08 to 12/08

I. Personnel:	# of FTEs	Current amount bidder organization spends on related activities (before grant award)	Amount proposed to be covered by EOHHS Outreach and Network Coordination Grant	Amount for this project provided by other outside funding (specify funding source in narrative)	Total proposed spending for this project
Current staff used for Outreach and Network activities					
Proposed new hires for project					
Subtotal:					
II. Direct Costs					
Project Operations					
Equipment (including IT)					
Marketing/Communications/ Networking/Training costs					
Subtotal:					
III. Indirect Costs**					
IV. Subcontractor Costs					
TOTALS					
TOTAL GRANT REQUEST AMOUNT					

In addition to completing this Cost Worksheet, attach a narrative (2-page limit) to it, detailing the elements of your Cost Proposal. Bidders should not allocate grant funds to cover expenses they would have funded in the absence of grant funding. Bidders must include details on all participating network organization in the narrative, including details of the organization, their role and the incentive funding amount be provided. *However, indirect costs**, or overhead, are those costs that are not exclusively part of the grant project but are necessary to conduct the grant.* Bidders' indirect costs are capped at 12%.

ATTACHMENT D:**MassHealth, Commonwealth Care and Commonwealth Choice Outreach and Network Coordination Grant –
Sample Template of Program Work Plan**

Objective	Activities/Tasks	Resources Required from Network	Position(s)/Person(s) Responsible	Dependencies	Outcome Measure(s)	Start Date	End Date

ATTACHMENT E:

Additional Contract Terms

This attachment includes contract terms that EOHHS intends to include in any Contract resulting from the RFR to which it is attached. EOHHS may, in its discretion, agree to additions and deletions to these terms that do not alter the requirements of the RFR, or the selected grantee's proposal, or the terms of the documents that have precedence over the selected grantee's proposal.

1. Elements of Contract; Integration

The Contract between EOHHS and the grantee consists of the following documents, listed in order of precedence:

- a. The Massachusetts Standard Contract Form;
- b. The Commonwealth Terms and Conditions;
- c. The contractual terms negotiated between EOHHS and the selected grantee;
- d. EOHHS's Request for Responses for the MassHealth, Commonwealth Care and Commonwealth Choice Outreach and Network Coordination Grants, dated December 12, 2007, as it may be amended; and
- e. The grantee's response to the RFR ("Proposal"), exclusive of any terms that are inconsistent with, or purport to modify or supersede, the Massachusetts Standard Contract Form, the Commonwealth Terms and Conditions, or the mandatory terms of the RFR.

The documents listed above, including attachments and exhibits, constitute the entire agreement of the parties with respect to the subject matter of the RFR, and supersede all prior written or verbal negotiations and statements. This document shall not be modified by any subsequent written or verbal communications other than in accordance with the section entitled Amendments.

2. Use and Disclosure of Data

The Contractor and its employees and subcontractors shall not use or disclose protected health information or other personal data (which terms include any data derived or extracted therefrom) before or after the termination or expiration of this Contract, except as required for the performance of this Contract and then only in accordance with RFR **Section 6.9** and the Business Associate Agreement.

3. Publications Regarding or Derived From This Contract

In the performance of this Contract, the Contractor may develop material suitable for publication under copyright as reports, manuals, pamphlets or other forms. To the extent such material is deliverable to EOHHS in the performance of this Contract, such material shall be deemed Work Product made for hire, and the Commonwealth shall exclusively own the copyright in such material. Other material derived from the Contractor's performance of this Contract shall not be published or offered for publication through any medium of communication, including press release, without the prior approval of EOHHS.

If the Contractor publishes a work dealing with its performance under this Contract, or the results and accomplishments attained in such performance, the Commonwealth shall have a non-exclusive, irrevocable, royalty-free license to reproduce, publish or otherwise use and authorize others to use the publication.

The Contractor shall not disseminate, reproduce, display or publish any report, information, data or other materials or documents produced in whole or in part pursuant to this Contract without the prior consent of

EOHHS, nor shall any such report, information, data or other materials or documents be the subject of an application for copyright by or on behalf of the Contractor without the prior written consent of EOHHS.

4. Contract Expansion; EOHHS's Option to Modify Scope of Work

If additional funds become available during the Contract duration period, EOHHS reserves the right to increase the maximum obligation to some or all of the Contracts executed as a result of this RFR or to execute contracts with Grantees not funded in the initial selection process, subject to available funding, satisfactory Contract performance and service or commodity need.

EOHHS shall have the option at its sole discretion to modify, increase, reduce or terminate any activity related to this Contract whenever, in the judgment of EOHHS, the goals of the project have been modified or altered in a way that necessitates such changes. EOHHS will provide written notice of such action to the Contractor, and the parties will negotiate the effect of such changes in scope on the schedule and payment terms.

5. Notification of Administrative Change

The Contractor shall notify EOHHS in writing no later than 30 days prior to any change affecting its organization, or its performance of its responsibilities under this Contract, but if a change in business structure is voluntary, the Contractor shall provide a minimum of three months' notice to EOHHS. (See also section entitled Assignment.)

6. No Third-Party Enforcement

This Contract shall be enforceable only by the parties, or officers or agencies of the Commonwealth authorized to act on behalf of EOHHS or its successors. Nothing in this Contract shall be deemed to confer benefits or rights to any other parties.

7. Effect of Invalidity of Clauses

If any clause or provision of this Contract is in conflict with any state or federal law or regulation, that clause or provision shall be null and void and any such invalidity shall not affect the validity of the remainder of this Contract.

8. Authorizations

This Contract is subject to all necessary federal and state approvals, including but not limited to the Centers for Medicare and Medicaid Services (CMS), the Massachusetts Office of the Comptroller and, where applicable, the State Legislature and the Massachusetts Office of the Attorney General.

9. Notices

Notices to the parties as to any matter hereunder will be sufficient if given in writing and sent by certified mail (return receipt requested), postage prepaid, or delivered in hand or by an overnight delivery service with acknowledgment of receipt:

To EOHHS:

Marnie Burke
Contract Manager
Office of Medicaid
1 Ashburton Place, 11th Floor
Boston, MA 02108

To the Contractor:

Title:

With a copy to:

EOHHS General Counsel
1 Ashburton Place, 11th floor
Boston, MA 02108

With a copy to:**10. Equal Employment Opportunity**

All contracts entered into by the Contractor shall contain a provision requiring compliance with federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR, part 60.

11. Prohibited Activities and Conflict of Interest

The Contractor represents that no person who is an owner, employee, consultant, or subcontractor of the Contractor, has been debarred by any federal agency, excluded from participation in a program under Titles XVIII, XIX, or XXI of the Social Security Act, or subjected to a civil money penalty under the Social Security Act.

During the term of this Contract, the Contractor shall not have any interest that conflicts with the performance of services under the Contract for the duration of the Contract, it being understood that the sale of similar goods or services to other customers does not of itself constitute such a conflict.

12. Compliance with Laws

The Contractor shall comply with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority relating to its property or its operations under the terms of this Contract.

13. Amendments

No amendment to this Contract shall be effective unless it is signed by authorized representatives of the Contractor and EOHHS. All amendments are subject to appropriation, applicable law and regulations, and mutual agreement. The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein.

14. Assignment

The Contractor shall not assign or transfer any right, interest, or obligation under this Contract to any successor entity or other entity without the prior written consent of EOHHS.

15. Independent Contractor

The Contractor, its employees, and any other of its agents in the performance of this Contract, shall act in an independent capacity and not as officers or employees of EOHHS or the Commonwealth of Massachusetts.

16. Counterparts

This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

17. Section Headings

The headings of the sections of this Contract are for convenience only and will not affect the construction hereof.

18. Waiver

The acceptance of, or payment for, services rendered by the Contractor shall not be construed to waive any requirements of this Contract, or any of EOHHS's remedies for failure to fulfill such requirements.

***COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID
ONE ASHBURTON PLACE, 11TH FLOOR
BOSTON, MA 02108***

Request for Responses

for

EOHHS Enrollment, Outreach and Access to Care Grants

November 13, 2008

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RFR ATTACHMENTS

ATTACHMENT A:

FY09 Budget Language Authorizing Enrollment Outreach Grants

ATTACHMENT B: Mandatory Forms and Certifications

- Exhibit 1: Commonwealth of Massachusetts Standard Contract Form**
- Exhibit 2: Commonwealth Terms and Conditions**
- Exhibit 3: Request for Taxation Identification Number and Certification (W-9)**
- Exhibit 4: Contractor Authorized Signature Verification Form**
- Exhibit 5: Affirmative Market Program Plan**
- Exhibit 6: Authorization for Electronic Funds Payment**
- Exhibit 7: Business Associate Agreement**

ATTACHMENT C: Cost Response Form (Budget Worksheet)

ATTACHMENT D: Additional Contract Terms

SECTION 1. OVERVIEW

MassHealth, the Massachusetts Medicaid program, is a joint state-federal program administered by the Executive Office of Health and Human Services Office of Medicaid (EOHHS), in accordance with Title XIX of the Social Security Act and federal waivers. MassHealth also comprises the State Children's Health Insurance Program (SCHIP, Title XXI of the Social Security Act), CommonHealth (support for the disabled), and other health benefit programs for specific populations. MassHealth offers health care coverage for eligible families with children under 19, pregnant women, working people, people unemployed for over 12 months, individuals with disabilities, eligible individuals living with HIV disease, and low-income seniors, and provides health care premium assistance for businesses with fewer than 50 employees. Some members pay a monthly premium depending on income and family size. Nearly one out of six Massachusetts residents is a MassHealth member.

The Commonwealth Care Health Insurance Program (Commonwealth Care) is an insurance-based premium assistance program for Massachusetts, administered by the Commonwealth Health Insurance Connector Authority (the Connector). The program offers health care coverage for uninsured low-income adults (at or below 300% of the federal poverty level) who are not eligible for MassHealth or Medicare and who are U.S. citizens or qualified aliens. Some examples of eligible populations include non-working individuals, self-employed individuals, and working individuals whose employers do not offer health insurance or who are not eligible for insurance at their place of business, such as part-time workers, contractors and new employees. While the eligibility criteria for MassHealth and Commonwealth Care are different, the application process for these health insurance programs is integrated.

The Connector also administers Commonwealth Choice, a program which connects individuals with commercial health insurance plans, as well as offering a series of young adult plans for Commonwealth residents between the ages of 19 and 26. These programs are not income-based, and are available through the Connector.

EOHHS is issuing this Request for Responses (RFR) to solicit grant proposals from community and consumer-focused public and private nonprofit organizations for activities to result in:

- An increase in the number of individuals with health insurance coverage in employer-sponsored insurance, and public subsidized and non-subsidized health insurance programs through applications, enrollment assistance, and referrals;
- An increase in the number of individuals assisted with maintaining their health insurance coverage through the annual open enrollment and annual review processes;
- An increase in the number of individuals who have received post-enrollment assistance (including referrals to other health programs) and wellness/preventive care education;
- An increase in the number of individuals who have received education on how to use their health insurance benefits.

Since the passage of comprehensive health care reform legislation in 2006, over 430,000 individuals in Massachusetts are newly insured. Significant progress has been made in enrolling individuals into health insurance plans that best meet their needs, but more work is still needed. It is important that the remaining uninsured be reached, educated about their options and assisted with enrollment if they qualify. It is equally important that the current insured population retain their health insurance benefits and understand how to use them to access needed health care services. Governor Deval Patrick and the Legislature have prioritized this effort in recent years by appropriating funds for grants to community and consumer-focused public and private nonprofit groups that will provide enrollment assistance, education and outreach activities to consumers who may be eligible for MassHealth, the Commonwealth Care Program, or the Commonwealth Choice Program. The state Fiscal Year 2009 budget appropriation again provided grant funding for this purpose (see **Attachment A.**). Although the Governor exercised his authority under Mass. Gen. Laws c. 29, § 9C to reduce the amount of this appropriation when faced with

a projected state budget deficit, subsequent funding from other sources has replaced the amount of the reductions so that the amount available for grants in FY09 has returned to the original level.

Since the Governor and Legislature have signaled their interest in continuing to support initiatives that increase access to health care in the Commonwealth, EOHHS has designed this RFR as a multiyear procurement. EOHHS hopes that by doing so, grantee organizations will be able to design longer-term enrollment, outreach and health care access projects and budget better for these efforts. Grant applicants should be aware, however, that funding for these multiyear projects is entirely dependent on future legislative appropriations for outreach grants, the amount of any such funding, and EOHHS's determination of satisfactory performance by the grantee in FY09 and subsequent years.

Funding will be awarded in the form of grants, which for FY09 will generally be between **\$40,000** and **\$50,000**, except as otherwise provided in the legislation (**Attachment A**), to a number of qualified organizations submitting proposals for a range of services including targeted outreach, eligibility screening and enrollment assistance, systems navigation and educational help, annual review process and open enrollment assistance, and post-enrollment assistance that link individuals with needed health care. Funding will be awarded to qualified organizations statewide, including in places where the U.S. Census deems there is a high percentage of uninsured individuals and in areas where there is a limited number of health care providers. Grant-related activities will include education and outreach activities as well as assistance with eligibility determination and annual review and open enrollment processes, provided directly to consumers who may be eligible for public subsidized and non-subsidized health insurance programs and who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status. Organizations will help inform potential applicants of relevant health care reform policies and what health insurance options may be available to them, and based on the individuals' eligibility criteria, will help them file the appropriate application or make the appropriate referral to these public subsidized and non-subsidized health insurance programs. Organizations will provide follow-up assistance to applicants to ensure they have selected and enrolled in a health plan that best meets their needs, selected and enrolled with a primary care doctor, and provide education around how to use their health insurance benefits. Organizations will also be responsible for providing assistance to applicants or enrollees who may require help in understanding noticing from insurers and responding to requests for information from insurers.

1.1 Procurement Process and Applications for Grants: This RFR is being issued under the provisions of 815 CMR 2.00, which governs the administration of grants and subsidies by all state departments through an open and public competitive process. Various terms of the state procurement regulations, 801 CMR 21.00, are also incorporated by reference into this RFR. Words used but not specifically defined in this RFR shall have the meanings defined in 815 CMR 2.00 or 801 CMR 21.00. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, using English customary weights and measures (feet, pounds, quarts, etc.) and U.S. dollars. All responses must be submitted in accordance with the terms specified in **Section 3**.

This RFR has been distributed electronically using the Commonwealth of Massachusetts Procurement Access and Solicitation System ("Comm-PASS") at www.comm-pass.com. See **Section 6.1** for more information about Comm-PASS.

EOHHS reserves the right to amend this RFR at any time prior to the date responses are due. Any such amendment will be posted on Comm-PASS. Potential bidders are advised to check this site regularly, as this will be the sole method used for notification of changes.

This RFR applies to applications for grants through September 30, 2011, subject to appropriations and continued legislative authorization. Initially, grants are anticipated to be awarded in early 2009; however, openings may occur for new grantees at other times throughout the Contract's duration. If this occurs, the grant application process may be reopened for new applicants at EOHHS's discretion.

If EOHHS determines it is appropriate to do so, application instructions will be posted on Comm-PASS at that time. Unless stated otherwise, such applications will be expected to meet the requirements set forth in **Section 3** of this RFR.

- 1.2 Duration of Contract:** Contracts resulting from this RFR shall be for approximately 32 months (beginning at Contract execution on or about Feb. 1, 2009, and ending September 30, 2011), but may be extended at the discretion of EOHHS in any increment through September 30, 2013. Continuation of any Contracts resulting from this RFR beyond the first Contract year as well as any Contract extensions are subject to future legislative appropriations, continued legislative authorization, and EOHHS's determination of satisfactory performance.
- 1.3 Acquisition Method:** Grants awarded under this RFR shall be for a fixed amount for each Contract year, which amount shall be determined and announced to the grantee in an annual award letter after the state budget has been finalized (usually sometime in July). EOHHS makes no guarantee that a Contract, or any obligation to purchase any commodities or services, will result from this RFR. EOHHS also makes no guarantee that funds will be available to successful bidders on this RFR in fiscal years beyond FY09.
- 1.4 Single or Multiple Bidders:** Multiple grants will be awarded.
- 1.5 RFR Available to Single or Multiple Departments:** Single department use.
- 1.6 Bidder Qualifications:** To be considered for a grant award pursuant to this RFR, bidders, in addition to all other requirements specified herein, should be able to demonstrate:
- A. Knowledge and demonstrated experience working with MassHealth/Commonwealth Care and/or Commonwealth Choice eligibility criteria, application processes and enrollment procedures;
 - B. Knowledge and demonstrated experience working with the MassHealth and Commonwealth Care annual eligibility review and open enrollment processes and/or Commonwealth Choice open enrollment processes;
 - C. Knowledge and understanding of the various MassHealth and Commonwealth Care coverage types and benefit packages along with the demonstrated ability to effectively explain that information to plan enrollees or applicants; or knowledge and understanding of the different health plans and benefit package choices available through Commonwealth Choice along with the ability to effectively explain those choices to interested individuals;
 - D. Knowledge and understanding of other state and state-enabled health programs and how to appropriately provide application assistance and/or refer individuals to such programs;
 - E. A history of conducting strategic, targeted, and effective outreach and marketing in the community that is culturally competent;
 - F. Specific awareness of or connections to a population of persons who need assistance to obtain or retain health insurance coverage or require information on how to use their health insurance benefits;
 - G. Its capacity to follow intake business protocols, including helping individuals pursue any available employer-sponsored health insurance, capturing data on how the individuals being served heard about the organization providing the services or about health care reform, and keeping records of any referrals made to other health insurers or health care organizations;
 - H. Its capacity for providing follow-up to ensure individuals seeking health insurance enrollment assistance are enrolled in a health plan, have a primary care clinician, and have been provided

information on how to use their health insurance benefits;

- I. Knowledge and understanding of the health care reform law including the individual mandate, minimal creditable coverage, and affordability rules, including use of the Connector's affordability tool;
- J. Its capacity for completing program evaluations, tracking applicants, and accurate record keeping;
- K. Its capacity for developing program measures of success, documenting programmatic achievement and sharing lessons learned; and
- L. A history of networking and building sustained collaborative working relationships in the community.

1.7 Conflict of Interest: The bidder may not have any interest that will conflict with the performance of services required under any Contract resulting from this RFR, or that may be otherwise anti-competitive, as determined by EOHHS, for the duration of the Contract. In order to so demonstrate, a bidder may be required to submit any additional relevant information requested by EOHHS regarding its financial, legal, contractual or other business interests. If EOHHS in its judgment determines that a bidder possesses a conflicting interest, EOHHS may propose or consider any proposal of the bidder for any measures which would eliminate or mitigate such conflicting interest to EOHHS's satisfaction.

SECTION 2. PROGRAM DESCRIPTION

Under any Contract resulting from this RFR, the selected grantees, referred to throughout this document as "Contractors," will be expected to provide the services and deliverables substantially as described herein, informed by the bidder's response to the RFR and any additional requirements negotiated by EOHHS and the Contractor. Contractors will be responsible for the programmatic activities and services outlined in their proposals; Contractors are not expected to propose to utilize subcontractors under these grants.

2.1 Target Populations: The programmatic activities are expected to serve target populations who are potentially eligible for employer-sponsored insurance or any public subsidized and non-subsidized health insurance programs – especially those who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status. Programmatic activities are also expected to serve populations that are currently insured and need assistance with retaining and accessing their benefits.

2.2 Contract Services are expected to include outreach and marketing, informing, educating, screening and enrolling or referring applicants to the various state and state-enabled programs for the uninsured, including but not limited to MassHealth, Commonwealth Care, Health Safety Net and Commonwealth Choice, and helping applicants or current enrollees to gather and submit all necessary verifications or requests for information during the application and annual review/annual open enrollment processes, for each health insurance program. Services will also include disseminating information about health care reform including the individual mandate and minimum creditable coverage, as well as assisting individuals in understanding the affordability regulations.

- A. With regard to community-based outreach, enrollment, and annual review and annual open enrollment assistance, Contractor activities are likely to include but are not necessarily limited to:
 - implementing effective strategies for reaching and enrolling eligible individuals in MassHealth, Commonwealth Care, Commonwealth Choice and other state-enabled programs for the uninsured;

- assisting individuals that may have lost coverage and need assistance transitioning to a different health insurance program;
 - tracking and reporting which targeted outreach strategies are most effective, including identifying how individuals are referred to their organization;
 - assisting individuals with submitting applications or referring them to a health insurance program, including assistance with responding to any requests for verifications;
 - documenting any barriers that individuals may encounter in enrolling in an health plan and helping them solve problems associated with enrollment;
 - responding to general inquiries on health care reform, and to inquiries related to the individual mandate; and
 - providing more general education and information support, either to potentially eligible applicants or to community-based organizations involved in health care outreach efforts.
- B.** With regard to post-enrollment assistance, Contractor activities are likely to include but are not necessarily limited to:
- following up with applicants to ensure they have selected and enrolled in a health plan that best meets their needs, have selected and enrolled with a primary care doctor, and understand how to use their health insurance benefits;
 - providing follow-up services to current health care plan enrollees undergoing their annual review or annual open enrollment to ensure all necessary paperwork and verifications have been submitted, that if they switch to a different plan they enroll with a primary care doctor, and understand how to use their health insurance benefits;
 - documenting any barriers that individuals may encounter in accessing care and helping them solve problems associated with access;
 - providing assistance to enrollees who require help in understanding noticing from insurers and responding to requests for information from insurers;
 - providing information supplied through the state about wellness programs, such as information about scheduling and keeping primary care appointments, preventive health services like routine well-care visits, engaging in healthy activities, maintaining or achieving a healthy weight, nutrition information, ways to be an activated and informed health care consumer, tobacco cessation and counseling opportunities, medication adherence and following medical/pharmaceutical instructions.

2.3 Contract Deliverables are expected to include, but will not necessarily be limited to:

- completing and submitting monthly reports within required deadlines on application assistance, enrollment in health plans, annual review and annual open enrollment assistance, enrollment with primary care physicians, enrollment and access barriers experienced by individuals;
- evidence of successful outreach/marketing activities;
- an ongoing demonstration that the Contractor is current with its knowledge of the most recent developments in health care reform;
- participation in collaborative problem-solving with other grantees and state programs;
- conducting and submitting programmatic self-assessments that identify performance benchmarks and periodic assessments against the benchmarks;

- participation in activities sponsored by the Commonwealth to address specialized health enrollment and access needs; and
- attendance at Contractor training sessions, including but not limited to MassHealth Training Forums and regional grantee meetings.

SECTION 3. RESPONSE REQUIREMENTS

3.1 Response Submission Instructions: Bidders should follow the RFR's response submission instructions carefully. Information wrongly placed or out of sequence may be ignored or treated as missing.

- A. Bidders must submit **one** original (clearly marked "**Original**") copy of their response, which includes their Cover Letter, Programmatic Response, all Mandatory Forms and Certifications (**Attachment B**), and Cost Response (**Attachment C**) documents. *In addition*, the bidder must supply **five** double-sided, reproducible copies of their Cover Letter, Programmatic Response, and Cost Response documents, bound by a clip. (Please note: the mandatory forms and certifications do not need to be included in these copies.) The original and each copy must be clearly labeled with the title of this RFR and the bidding entity's legal name. Responses are to be sent to the address in subsection C, below.
- B. The proposal must contain the following four components:
1. A Cover Letter signed by an individual authorized to negotiate for and execute the Contract on behalf of the bidder, and that includes **all** of the following information (failure to submit a cover letter including all components may result in disqualification from consideration for a grant):
 - A statement that the response is a grant application for a EOHHS Enrollment, Outreach and Access to Care Grant;
 - the name and principal address of the bidder organization;
 - a description of the type of legal entity the bidder is (e.g., not-for-profit corporation, limited partnership, general partnership, trust);
 - the name, address, e-mail, fax and telephone number of the bidder's contact person; and
 - a statement that the bidder's response is effective through the date that the bidder executes a grant Contract with EOHHS.
 2. A Programmatic Response as described in **Section 3.2** (maximum length 8 pages)
 3. The Mandatory Forms and Certifications, as described in **Section 3.3** and RFR **Attachment B**.
 4. A Cost Response (Budget Worksheet and Narrative), as described in **Section 3.4** and RFR **Attachment C**. Bidders must attach narrative to budget worksheet, describing in detail how each field on the worksheet is being used and by whom.
- C. Responses must be received by EOHHS at the following address **no later than 3:00 p.m.** on the date stated in the procurement timetable (**Section 5**). Responses must be addressed to:

Geraldine Sobkowicz, Procurement Coordinator
Executive Office of Health and Human Services, Legal Unit
One Ashburton Place, 11th floor
Boston, MA 02108

Any response received after the deadline will not be considered.

3.2 Programmatic Submission Requirements: The Programmatic Response should reflect the bidder

understands of the EOHHS Enrollment, Outreach and Access to Care Grants project described in **Sections 1 and 2** of this RFR, and should explain how the bidder intends to fulfill the purpose of the grant. The Programmatic Response should specifically address how the bidder meets each of the bidder qualifications outlined in **Section 1.6**. Proposals should be innovative and as specific as possible in describing how and to whom the organization will conduct outreach to difficult-to-reach populations in the bidder's geographic area.

Programmatic proposals may not exceed **eight** pages. The cover letter and any other supporting documentation or forms specifically required by this RFR will not be counted in calculating the bidder's page limits.

Pages should be double-sided and single-spaced. Minimum font size is 11. Minimum margin size is $\frac{3}{4}$ inch.

All bidders must answer the following questions:

1. Provide a brief abstract of the proposed program (no more than 1-2 paragraphs), including: (1) the dollar amount of the grant being requested for the first year of the program; and (b) the total dollar amount its three-year program is anticipated to cost; and anticipated outcomes (including but not limited to approximations, per month and per grant cycle, of how many applicants will be assisted, how many enrolled in a health plan, how many enrolled with a primary care clinician, how many assisted with annual review process, how many assisted with open enrollment process, how many educated on wellness programs, how many reached via outreach efforts). The abstract of the proposed program may also include brief description of your organization's recent accomplishments in these areas.
2. Provide the following information about your organization:
 - a. Describe your mission and programs.
 - b. Briefly describe your experience in providing outreach and enrollment/redetermination assistance. Provide information about your organization's level of readiness including a list of current staff that will be involved in grant activities and their qualifications, as well as any proposed added staffing, and include their job description/qualifications for this project.
 - c. Briefly describe your experience with providing orientation to new enrollees on how to use their health insurance benefits, including the importance of primary care utilization, and an overview of enrollees' rights and responsibilities.
 - d. Briefly describe your experience with documenting barriers to enrollment and access that have been experienced by individuals, and your expertise in this area helping overcome them.
 - e. Address any cultural capacities, foreign language expertise, experience with low-income populations, or other specialized capabilities or experience of your staff or your organization that would be beneficial to this project.
 - f. Briefly describe your plan of sustainability in order to continue these services beyond the grant cycle. Include information about other funding opportunities that can supplement this work. Provide details on any tools, resources or processes that will be developed as a result of grant funding and used beyond the grant cycle.
3. Provide a detailed description of the programmatic activities you will implement with the grant funds, including:
 - a. A timeline for your proposed staffing for this program, including specific anticipated dates by which any modifications of current staff roles for the purposes of this grant will take place, anticipated start dates for new hires, and time frames for training of staff;

- b. A timeline for activities you propose to perform, listing each identified activity and deliverable, measure of success and the staff responsible;
 - c. Your plan for collecting qualitative data timely regarding programmatic activities, including outcome measurements you propose to use and the staff responsible for this task. Outcomes should include but need not be limited to increasing the number of individuals with health insurance coverage through applications and enrollment, increasing the number of individuals assisted with annual review and open enrollment process, increase in the number of individuals who have participated in post-enrollment assistance and wellness/preventive care education, increase in the number of individuals that have received orientation on how to use their health insurance benefits; and
 - d. A description of your target population or market, if any (e.g., individuals with disabilities, homeless, unemployed, families, working adults, specific ethnic groups, specific work industries, or specific geographic areas).
4. Affirm in writing the following:
- a. that if awarded a grant, the Contractor will attend all Contract-required MassHealth-sponsored and Connector-sponsored orientations and events, including Contractor training sessions and all MassHealth training forums during the Contract period;
 - b. that if awarded a grant, the Contractor will participate in a statewide evaluation strategy to collect and monitor all quantitative data related to specific outreach, enrollment and post-enrollment activities and events;
 - c. that if awarded a grant, the Contractor will begin programmatic activities as of the date the Contract is executed;
 - d. that if awarded a grant, the Contractor will, as requested, distribute marketing materials developed by MassHealth and the Connector;
 - e. that all program-specific materials will be submitted to MassHealth for approval prior to distribution and will be of a suitable literacy level and culturally sensitive; and
 - f. that if awarded a grant, the Contractor will participate in the EOHHS network grant program by connecting and working with the most appropriate EOHHS network-funded program.

3.3 Mandatory Forms and Certifications: All bidders must submit the Commonwealth-required forms **1-6** identified below and in **Attachment B**. All these forms will be incorporated by reference into the RFR and all forms, except **Attachment B, Exhibit 7** (which is attached to this document), are available either as separate files within the “Forms and Specifications” tab of the Comm-PASS posting for this RFR or on the website of the state’s Operational Services Division. From the Comm-PASS home page (www.comm-pass.com) click on the “OSD homepage” link on the bottom right side of the page. On the OSD home page, in a blue box on the right, click on “Related links,” then select “OSD Forms” and a list of all forms appears.

Please note that a new **Standard Contract Form** was issued by the Commonwealth of Massachusetts in June 2007. This form incorporates the following certifications and attachments that no longer need to be attached as separate documents: Executive Order 481 Certification (Prohibition from using undocumented workers); Northern Ireland Notice and Certification; Affirmative Action Commitment Statement; and Consultant Contractor Mandatory Submission Form. *Bidders are responsible for reviewing the Standard Contract Form electronically online, including the Instructions and hyperlinks.*

1. **Commonwealth of Massachusetts Standard Contract**
2. **Commonwealth Terms and Conditions**
3. **Request for Taxpayer Identification Number and Certification (W-9)**
4. **Contractor Authorized Signatory Listing**
5. **Affirmative Market Program Plan** (see **Section 6.2** for more information)
6. **Authorization for Electronic Funds Payment Form** (see **Section 6.9** for more information)
7. **Business Associate Agreement** (This form is only included with the RFR for bidders' information – see **Attachment B, Exhibit 7** and **Section 6.11** for more information. *Bidders are not required to return this form with their proposal.* Only those bidders awarded grants will be required to execute the Business Associate Agreement.)

3.4 Cost Response Requirements (Budget Worksheet and narrative): Bidders shall complete the Budget Worksheet, attached to the RFR as **Attachment C**. Bidders must also submit narrative (no more than one page) to clarify any elements of their Budget Worksheet.

SECTION 4. RESPONSE EVALUATION PROCESS

Responses to this RFR shall be evaluated by an Evaluation Committee (also known as a “Procurement Management Team,” or PMT) appointed by EOHHS.

4.1 Response Review and Evaluation Criteria

- A. Initial Review:** All responses shall be initially reviewed to determine compliance with the general response submission instructions in **Section 3.1** and inclusion of the mandatory forms described in **Section 3.3**. Responses that meet those requirements shall have their Programmatic (**Section 3.2**) and Cost (**Section 3.4**) responses reviewed and evaluated by the Committee against the criteria in **Sections 4.1.B** and **C**, below.
- B. Programmatic Response Review:** The Committee shall qualitatively rate each Programmatic Response by evaluating each element for comprehensiveness, appropriateness, feasibility, clarity, effectiveness, innovation, and responsiveness to the needs of EOHHS. In addition to the Programmatic response, the Committee may consider any relevant information about the bidder known to EOHHS.
- C. Cost Response Review:** Each Cost Response shall be reviewed and rated by the Committee for its reasonableness, effectiveness, and ability to identify those resources, both grant-related and internal, to be used in the bidder's project implementation.
- D. SOMWBA:** The Committee shall give preference to any bidder's aggregate Programmatic and Budget response rating over an equal aggregate rating where the bid is submitted by an organization that is certified as a Minority Business Enterprise (MBE) by the State Office of Minority and Women Business Assistance (SOMWBA). See **Section 6.2**.
- E. Noncompliance:** EOHHS reserves the right to reject a bidder's response at any time during the evaluation process if the bidder:
 - Fails to demonstrate to EOHHS's satisfaction that it meets all RFR requirements;
 - Fails to submit all required information or otherwise satisfy all response requirements in **Section 3**;

- Has any interest that may, in EOHHS's sole determination, conflict with performance of services for the Commonwealth or be anti-competitive; or
- Rejects or qualifies its agreement to any of the mandatory provisions of the RFR or the Commonwealth's Standard Contract or Terms and Conditions.

The Evaluation Committee may determine non-compliance with an RFR requirement is insubstantial. In such cases, the Committee may seek clarification, allow the Bidder to make minor corrections, apply appropriate penalties in evaluating the response, or apply a combination of all three remedies.

- F. Clarifications:** The Committee may determine some element of a Bidder's response requires clarification to verify its responsiveness to the RFR or to facilitate a fair comparison with competing proposals. In such cases, the Committee may seek clarification from the bidder. All bidders will be accorded fair and equal treatment with respect to any opportunity for clarification.

4.2 Recommendation for Awards: After the Committee completes its evaluation of all of the responses, the Committee shall make recommendations for Contract awards to the Medicaid Director who shall make award decisions. The Director's decision will be based on the Committee's recommendation and on the best interests of the Commonwealth. Awards are contingent upon successful negotiation of the Contract terms.

SECTION 5. RFR TIMETABLE

All dates are estimated *except* due dates for written inquiries and for receipt of bidder responses.

#	DESCRIPTION	DATE
1	RFR released	11/13/08
2	Deadline for receipt of written questions on the RFR (refer to RFR Section 6.5)	11/18/08
3	Anticipated date for written answers	11/24/08
4	Deadline for receipt of Bidder Responses	12/10/08 by 3:00 pm
5	Grantees selected (anticipated)	1/31/09
6	Projected Contract start date (anticipated)	2/1/09

SECTION 6. ADDITIONAL PROCUREMENT INFORMATION AND TERMS

6.1 Comm-PASS: Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the solicitation.

Bidders are solely responsible for obtaining all information distributed for this solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support bidder submission of written questions associated with a solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains

data and/or file attachments provided by the Procurement Management Team. All are incorporated into the solicitation.

It is each bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the solicitation's Summary tab, and
- Any Bidders' Forum records related to this solicitation (see Locating a Online Bidders' Forum for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than Comm-PASS.

Comm-PASS SmartBid Subscription: Bidders may elect to obtain an optional SmartBid subscription which provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, SmartBid provides a subscriber with:

- A secure desktop within Comm-PASS for efficient record management;
- A customizable profile reflecting the subscriber's product/service areas of interest;
- A customizable listing in the publicly accessible Business Directory, an online "yellow-pages" advertisement;
- Full-cycle, automated email alert whenever any record of interest is posted or updated;
- Access to Online Response Submission, when allowed by the Issuer, to support:
 - paperless bid drafting and submission to an encrypted lock-box prior to close date;
 - electronic signature of OSD forms and terms; agreement to defer wet-ink signature until Contract award, if any;
 - withdrawal of submitted bids prior to close date; and
 - online storage of submitted bids.

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

6.2 Affirmative Market Program (AMP): Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Affirmative Market Program in Public Contracting. M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. All bidders must follow the requirements set forth in the AMP section of the RFR, which will detail the specific requirements relating to the prime vendor's inclusion of M/WBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidders' participation of AMP objectives, the Affirmative Market Program (AMP) Plan for large procurements greater than \$50,000 will be evaluated at 10% or more of the total evaluation. Once an AMP Plan is submitted, negotiated and approved, the agency will then monitor the contractor's performance, and use actual expenditures with SOMWBA certified contractors to fulfill their own AMP expenditure benchmarks. M/WBE participation must be incorporated into and monitored for all types of procurements regardless of size; however, submission of an AMP Plan is mandated only for large procurements over \$50,000.

This RFR will contain some or all of the following components as part of the Affirmative Market Program Plan submitted by bidders:

- Growth and Development activities to increase M/WBE capacity,
- Ancillary use of certified M/WBE firms,
- Past Performance or information of past expenditures with certified M/WBEs; and
- Additional incentives for bidders to commit to at least one certified MBE and WBE in the submission of AMP Plans.

A Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), M/Non-Profit, or W/Non-Profit, is defined as such by the State Office of Minority and Women Business Assistance (SOMWBA). All certified businesses that are included in the bidder's AMP proposal are required to submit an up to date copy of their SOMWBA certification letter. The purpose for this certification is to participate in the Commonwealth's Affirmative Market Program for public contracting. Minority- and Women-Owned firms that are not currently certified but would like to be considered as an M/WBE for the purpose of this RFR should submit their application at least two weeks prior to the RFR closing date and submit proof of documentation of application for consideration with their bid proposal. For further information on SOMWBA certification, contact their office at 1-617-973-8692 or via the Internet at mass.gov/somwba.

6.3 Best Value Selection and Negotiation: The Committee may recommend the responses that demonstrate the best value overall, including proposed alternatives, which will achieve the Legislature's and EOHHS's goals for the grant awards. The Committee and a selected bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected bidder's response that results in lower costs or a more cost-effective or better value than was presented in a selected bidder's original response.

6.4 Bidder Communications: Bidders are prohibited from communicating directly with any employee of EOHHS concerning this RFR except as specified below, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR.

RFR Contact: Geraldine Sobkowicz, Procurement Coordinator
Executive Office of Health and Human Services, Legal Unit
One Ashburton Place, 11th floor
Boston, MA 02108
Phone: (617) 573-1678 Fax: (617) 573-1893
e-mail: Geraldine.sobkowicz@state.ma.us

A. Reasonable Accommodation: Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must submit a written statement to the RFR contact person describing the bidder's disability and the requested accommodation to the contact person for the RFR. EOHHS reserves the right to reject unreasonable requests.

B. RFR Copies: Bidders may request a copy of the RFR, or any of its components, by contacting the RFR contact person.

6.5 RFR Inquiries: Bidders may make written inquiries concerning this RFR until no later than the date and time specified in the Timetable in **Section 5** of this RFR. Written inquiries must be sent to the RFR contact at the address listed in **Section 6.4** above. No acknowledgment of receipt shall be given.

EOHHS will review all questions and, at its discretion, prepare written responses to those it determines to be of general interest and relevant to the preparation of a response to the RFR. These responses will be posted on the state's Comm-PASS website. Hard-copy responses will be made

available only upon request. Only written responses will be binding on EOHHS.

6.6 Electronic Communication/Update of Bidder's/Contractor's Contact Information: It is the responsibility of the prospective bidder and awarded Contractor to keep current the e-mail address of the bidder's contact person and prospective Contract manager, if awarded a Contract, and to monitor that e-mail inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective bidder's/awarded Contractor's designated e-mail address is not current, or if technical problems, including those with the prospective bidder's/awarded Contractor's computer, network or internet service provider (ISP) cause e-mail communications sent to/from the prospective bidder/awarded Contractor and the PMT to be lost or rejected by any means, including e-mail or spam filtering.

6.7 Addendum or Withdrawal of RFR: EOHHS reserves the right to amend the RFR at any time prior to the deadline for submission of responses and to terminate this procurement in whole or in part at any time. If EOHHS decides to amend or clarify any part of this RFR, any amendment will be posted on Comm-PASS.

6.8 Costs: Costs not specifically identified in a bidder's response and accepted by EOHHS as part of a Contract will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders in responding to this RFR.

6.9 Electronic Funds Transfer (EFT): All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](#) page (www.mass.gov/osd). Additional information about EFT is available on the [VendorWeb](#) site (www.mass.gov/osc). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the bidder.

6.10 Environmental Response Submission Compliance: In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double-sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.

- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically requested should not be submitted.

6.11 Identifiable Health Information: Any department subject to the requirements of 45 CFR 160, 162, and 164 (the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) that seeks bidders to perform a function or activity involving the use or disclosure of protected health information must include a provision in the RFR informing bidders of their contractual obligations, if any, that the department will require to comply with HIPAA.

All grantees (Contractors) selected as a result of this RFR will be required to execute a “Business Associate Agreement” with EOHHS, attached for bidders’ reference as RFR **Attachment B, Exhibit 7**. By executing this document the Contractor will be assuring EOHHS that it will appropriately safeguard protected health information made available to or obtained by the grantee (“PHI”). Without limiting the obligations of the Contractor otherwise set forth in this RFR or imposed by applicable law, the Contractor agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity the Contractor performs on behalf of EOHHS. The Contractor agrees to require any subcontractor to comply with these same requirements.

6.12 Incorporation of RFR: This RFR and any documents a bidder submits in response to it may be incorporated by reference into any Contract awarded to that bidder.

6.13 Public Records: All responses and related documents submitted in response to this RFR become public records and are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and M.G.L. c. 4, § 7 subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded.

EOHHS will not return to bidders any proposals or materials they submit in response to this RFR.

6.14 Restriction on the Use of the Commonwealth Seal: Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a Contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

6.15 Response Duration: The bidder’s response shall remain in effect until any Contract with the bidder is executed.

ATTACHMENT A:**FY09 Budget Language Authorizing Enrollment Outreach Grants**

4000-0352 For MassHealth enrollment outreach grants to public and private nonprofit groups to be administered by the executive office in consultation with the Health Care Reform Outreach and Education Unit; provided, that grants shall be awarded to groups statewide, including areas in which the United States Census deems there exists a high percentage of uninsured individuals and areas in which there are limited health care providers; provided further, that funds shall be awarded as grants to community and consumer-focused public and private nonprofit groups to provide enrollment assistance, education and outreach activities directly to consumers who may be eligible for MassHealth, the Commonwealth Care Program, or the Commonwealth Choice Program, and who may require individualized support due to geography, ethnicity, race, culture, immigration or disease status and representative of communities throughout the commonwealth; provided further, that funds shall be allocated to provide informational support and technical assistance to recipient organizations and to promote appropriate and effective enrollment activities through the statewide health access network; provided further, that not less than \$350,000 shall be allocated to Community Partners, Inc. of Amherst, to provide online informational support and technical assistance to recipient organizations and to promote appropriate and effective enrollment activities through its statewide health access network; provided further, that the cost of information support and technical assistance shall not exceed 10 per cent of the appropriation and shall not be used to defray current state obligations to provide this assistance; provided further, that in awarding said grants, the executive office of health and human services, in consultation with the Health Care Reform Outreach and Education Unit, shall provide written guidance to selected grantees with specific strategies of how to expend funds in the most efficient manner to target populations and avoid duplication of activities, including examples of best practices among prior year outreach grant recipients; and provided further, that the secretary shall report to the house and senate committees on ways and means on the exact amounts distributed in fiscal year 2009 by February 2, 2009, and the extent to which any portion of resulting expenditures are eligible for federal reimbursement.....\$3,500,000

ATTACHMENT B:

**Mandatory Forms and Certifications
(See RFR Section 3.3)**

- Exhibit 1:** Commonwealth of Massachusetts Standard Contract Form
- Exhibit 2:** Commonwealth Terms and Conditions
- Exhibit 3:** Request for Taxation Identification Number and Certification (W-9)
- Exhibit 4:** Contractor Authorized Signature Verification Form
- Exhibit 5:** Affirmative Market Program Plan
- Exhibit 6:** Authorization for Electronic Funds Payment
- Exhibit 7:** Business Associate Agreement *[attached for reference – not to be returned with proposals]*

ATTACHMENT B

Exhibit 7: Business Associate Confidentiality Agreement

I. Definitions

All terms used but not otherwise defined in the EOHHS Enrollment, Outreach and Access to Care Grant Contract or RFR shall be construed in a manner consistent with the Privacy Rule, the Security Rule, and other applicable state or federal confidentiality or data security laws.

- (a) Individual. “Individual” shall mean the person who is the subject of the Protected Information, and shall include a person who qualifies as a personal representative in accord with 45 CFR § 164.502 (g).
- (b) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164.
- (c) Protected Information (PI). “Protected Information” shall mean any “Personal Data” as defined in M.G.L. c. 66A and any “Protected Health Information,” as defined in the Privacy Rule, that Contractor creates, receives, obtains, uses, maintains, or discloses under this Contract.
- (d) Required By Law. “Required By Law” shall have the same meaning as used in the Privacy Rule.
- (e) Secretary. “Secretary” shall mean the Secretary of the US Department of Health and Human Services or the Secretary’s designee.
- (f) Security Incident. “Security Incident” shall have the same meaning as used in the Security Rule.
- (g) Security Rule. “Security Rule” shall mean the Security Standards for the Protections of Electronic Protected Health Information, at 45 CFR Parts 160, 162, and 164.

II. Contractor’s Obligations

- (a) Contractor acknowledges that in the performance of this Contract it will become a “Holder” of “Personal Data,” as such terms are used within M.G.L. c. 66A. Contractor agrees that, in a manner consistent with the Privacy Rule and the Security Rule, as applicable, it shall comply with M.G.L. c. 66A and any other applicable state or federal law governing the privacy or security of any data created, received, obtained, used, maintained, or disclosed under this Contract.
- (b) Contractor acknowledges that in the performance of this Contract it is MassHealth’s Business Associate, as that term is used in the Privacy Rule and Security Rule, and that it shall comply with all standards applicable to a Business Associate under such rules.
- (c) At all times, Contractor shall recognize MassHealth’s right to control access, use, disclosure, and disposition of all data created, obtained, received, used, maintained, or disclosed under this Contract, including all PI, and any data derived or extracted from such data.
- (d) Contractor shall not use or disclose PI other than as permitted or required by this EOHHS Enrollment, Outreach and Access to Care Grant Contract or as Required By Law, consistent with the

restrictions of 42 CFR 431.306 (f), M.G.L. c. 66A, any other applicable federal or state privacy or security law.

(e) Contractor shall ensure that any agent or subcontractor to whom it provides PI received from, or created or received by it on behalf of MassHealth agrees in writing to the same restrictions and conditions that apply to Contractor under this Contract with respect to such information. Contractor is solely responsible for its agents' and subcontractors' compliance with all provisions of this EOHHS Enrollment, Outreach and Access to Care Grant Contract. Contractor is not relieved of any obligation under this Contract because PI was in the hands of its agent or subcontractor or because its agent or subcontractor failed to fulfill any reporting obligation to it necessary for Contractor to fulfill its reporting obligations hereunder.

(f) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PI. Upon MassHealth's request, Contractor shall permit representatives of MassHealth access to premises where PI is maintained, created, used, or disclosed for the purpose of inspecting privacy and security arrangements. Such safeguards shall meet, at a minimum, all standards set in the Privacy and Security Rules, as applicable to a business associate. Contractor shall comply with all security mechanisms and processes established for access to any of MassHealth's databases. Contractor shall protect from inappropriate use or disclosure any password, user ID, or other mechanism or code permitting access to any database containing MassHealth's PI, and shall give MassHealth prior notice of any change in personnel whenever the change requires a termination or modification of any such password, user ID, or other security mechanism or code to maintain the integrity of the database.

(g) Immediately upon becoming aware of any use or disclosure of PI not permitted under this Contract or of any Security Incident, Contractor shall take all appropriate action necessary to: 1) retrieve, to the extent practicable, any PI used or disclosed in the non-permitted manner, 2) mitigate, to the extent practicable, any harmful effect of the non-permitted use or disclosure of the PI known to Contractor, and 3) take such further action as may be required by any applicable state or federal law concerning the privacy and security of such PI. Within two business days of becoming aware of the non-permitted use or disclosure, Contractor shall report to MassHealth, both verbally and in writing, the nature of the non-permitted use or disclosure, the harmful effects known to Contractor, all actions it has taken or plans to take in accord with this paragraph, and the results of all mitigation actions already taken by it under this paragraph. Upon MassHealth's request, Contractor shall take such further actions as deemed appropriate by MassHealth to mitigate, to the extent practicable, any harmful effect of the non-permitted use or disclosure. Any actions to mitigate harmful effects of privacy or security violations undertaken by Contractor on its own initiative or pursuant to MassHealth's request under this paragraph shall not relieve Contractor of its obligations to report such violations as set forth in other provisions of this Contract.

(h) Contractor shall immediately report to MassHealth, both verbally and in writing, any instance where PI or any other data obtained under this Contract is requested, subpoenaed, or becomes the subject of a court or administrative order or other legal process. In response to such requests, Contractor shall take all necessary legal steps to comply with M.G.L. c. 66A, Medicaid regulations including 42 CFR 431.306 (f), and any other applicable federal and state law. In no event shall Contractor's immediate reporting obligations under this paragraph be delayed beyond two business days from obtaining such knowledge or request for data.

(i) Contractor shall provide MassHealth, or upon MassHealth's request, the Individual, with access to or copies of any PI maintained by it, as shall be necessary for MassHealth to meet its obligation under 45 CFR § 164.524 to provide an Individual with access to certain PI pertaining to the Individual. Such access or copies shall be provided to MassHealth or to the Individual at a reasonable time and manner to RFR for EOHHS Enrollment, Outreach and Access to Care Grants
FY 2009

be specified by MassHealth in the request and as shall be necessary for MassHealth to meet all time and other requirements set forth in 45 CFR § 164.524. In the event Contractor receives a request for access directly from an Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth and proceed in accord with this paragraph.

(j) Contractor shall make any amendment(s) to PI that MassHealth requests in order for MassHealth to meet its obligations under 45 CFR § 164.526. Such amendments shall be made promptly in a manner specified in, and in accord with any time requirement under, 45 CFR § 164.526. In the event Contractor receives a request for amendment directly from the Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth, and shall only make any amendment in accord with MassHealth's instructions.

(k) Contractor shall document all disclosures of PI, and required information related to such disclosures, as would be necessary for MassHealth to respond to a request by an Individual for an accounting of disclosures of PI and related information in accord with 45 CFR § 164.528. In the event Contractor receives a request for an accounting directly from an Individual, Contractor shall, within two business days of receipt of such request, notify MassHealth and proceed in accord with this paragraph. Within 10 business days of MassHealth's request, Contractor shall make a listing of such disclosures and related information available to MassHealth, or upon MassHealth's direction to the Individual.

(l) Contractor shall make its internal practices, books, and records, including policies and procedures and PI, relating to the use and disclosure of PI received from, or created or received by it on behalf of, MassHealth, available to MassHealth or upon MassHealth's request, to the Secretary, in a time and manner designated by either MassHealth or the Secretary for purposes of the Secretary determining MassHealth's compliance with the Privacy Rule.

(m) Contractor shall designate a person, who shall act as custodian of PI and all other data obtained under this Contract, and who shall oversee Contractor's compliance with this EOHHS Enrollment, Outreach and Access to Care Grant Contract. Contractor shall provide MassHealth with the name of such custodian within 15 days of the effective date of this Contract, and thereafter within 15 days of any transfer of this duty to another person within its organization.

III. Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Contract, Contractor may only use or disclose PI to perform functions, activities, or services for, or on behalf of, MassHealth as specified the Contract, provided such use or disclosure would not violate the Privacy Rule if done by MassHealth or not violate the minimum necessary policies and procedures of MassHealth. In performing functions, activities, or services for or on behalf of MassHealth, Contractor represents that it will only request from MassHealth an amount of PI that it reasonably believes is the minimally necessary to perform the function, activity, or service for which it is needed under this Contract and to the extent this Contract authorizes Contractor to request PI from other covered entities on MassHealth's behalf, Contractor shall only request an amount of PI that it reasonably believes is the minimally necessary to perform the function, activity, or service for which the PI is needed under this Contract.

IV. Specified Use and Disclosure for Management and Administration

(a) Except as otherwise limited in this EOHHS Enrollment, Outreach and Access to Care Grant Contract, Contractor may use PI for its proper management and administration or to carry out its legal responsibilities.

(b) Except as otherwise limited in this EOHHS Enrollment, Outreach and Access to Care Grant Contract, Contractor may disclose PI for its proper management and administration, provided that disclosures are Required By Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law, consistent with the restrictions of 42 CFR 431.306 (f) and M.G.L c. 66A or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this EOHHS Enrollment, Outreach and Access to Care Grant Contract, Contractor may use PI to provide Data Aggregation services to MassHealth as permitted by 42 CFR § 164.504 (e)(2)(i)(B).

V. Obligations of MassHealth

(a) MassHealth shall notify Contractor of any limitation(s) in its notice of privacy practices issued in accord with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PI.

(b) MassHealth shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PI, to the extent that such changes may affect Contractor's use or disclosure of PI.

(c) MassHealth shall notify Contractor of any restriction to the use or disclosure of PI that it has agreed to in accord with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PI.

VI. Effect of Termination

(a) Upon termination of this Contract for any reason whatsoever, Contractor shall, at MassHealth's option, either return or destroy all PI and other data obtained or created in any form under this Contract, and Contractor shall not retain any copies of all such PI and data in any form. This provision shall apply to all PI and other data in the possession of Contractor's subcontractors or agents, and Contractor shall ensure that all such PI and data in the possession of its subcontractors or agents has been returned or destroyed and that no subcontractor or agent retains any copies of such PI and data in any form. In no event shall Contractor destroy any PI or other data without first obtaining MassHealth's approval.

(b) If Contractor determines that returning or destroying PI or other data is not feasible, Contractor shall provide MassHealth with written notification of the conditions that make return or destruction not feasible. If based on Contractor's representations, MassHealth concurs that return or destruction is not feasible, Contractor shall extend all protections set forth in this Contract to all such PI or data and shall limit further uses and disclosures of such data to those purposes that make the return or destruction of such data not feasible, for as long as Contractor maintains the PI and other data.

(c) Notwithstanding any other provision concerning the term of this Contract, all protections pertaining to any PI or other data covered by this Contract shall continue to apply until such time as all such PI and data is returned to MassHealth or destroyed, or if return or destruction is not feasible, protections are applied to such PI and data in accord with subsection (b) immediately above.

VII. Miscellaneous Provisions

(a) Regulatory References. Any reference in this Contract to a section in the Privacy or Security Rules or other regulation or law refers to that section as in effect or as amended.

- (b) Amendment. Contractor agrees to take such action as is necessary to amend this Contract in order for MassHealth to comply with any requirements of the Privacy or security Rules, the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), and any other applicable law pertaining to the privacy, confidentiality, or security of PI or other data. Upon MassHealth's request, Contractor agrees to enter promptly into negotiations for any amendment as MassHealth, in its sole discretion deems necessary for MassHealth's compliance with any such laws. Contractor agrees that, notwithstanding any other provision in this Contract, MassHealth may terminate this Contract immediately upon written notice, in the event the Contractor fails to enter into negotiations for, and to execute, any such amendment.
- (c) Survival. The obligations of Contractor under **Section VI**, above, shall survive the termination of this Contract.
- (d) Waiver. Nothing in this Contract shall be construed to waive or limit any of MassHealth's legal rights or remedies which may arise from Contractor's unauthorized use or disclosure of any PI or other data received by it under this Contract. MassHealth's exercise or non-exercise of any authority under this Contract, including for example any rights of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve Contractor of any obligations set forth herein, nor be construed as a waiver of any of Contractor's obligations or as an acceptance of any unsatisfactory practices or privacy or security failures or breaches by Contractor.
- (e) Interpretation. Any ambiguity in this Contract shall be resolved to permit MassHealth to comply with the Privacy or Security Rules, HIPAA, and any other applicable law pertaining to the privacy, confidentiality, or security of PI or other data.

ATTACHMENT C:

BUDGET WORKSHEET

*(Please fill out for **Year 1** of the Contract only. Grants for the first year are expected to be generally in the \$40,000-\$50,000 range, except as otherwise indicated in the legislation (**Attachment A**). Bidder may modify categories as appropriate to suit its response)*

Applicant Organization Name: _____

For this worksheet, bidders should use from 2/01/09 to 09/30/09 as the first-year period.

I. Personnel:	# of FTEs	Current amount bidder organization spends on related activities (before grant award)	Amount proposed to be covered by EOHHS Enrollment, Outreach and Access to Care Grant	Amount for this project provided by other outside funding (specify funding source in narrative)	Total proposed spending for this project
Current staff used for Outreach and Access to Care activities					
Proposed new hires for project					
Subtotal:					
II. Direct Costs					
Project Operations					
Equipment (including IT)					
Marketing, Communications, Training costs, other (specify).					
Subtotal:					
III. Indirect Costs**					
TOTALS					
TOTAL GRANT REQUEST AMOUNT FOR FIRST YEAR					

In addition to completing this Cost Worksheet, attach a narrative (2-page limit) to it, detailing the elements of your Cost Proposal. Bidders should not allocate grant funds to cover expenses they would have funded in the absence of grant funding. *However, indirect costs**, or overhead, are those costs that are not exclusively part of the grant project but are necessary to conduct the grant.* Bidders' indirect costs are capped at 12%.

ATTACHMENT D:

Additional Contract Terms

This attachment includes contract terms that EOHHS intends to include in any Contract resulting from the RFR to which it is attached. EOHHS may, in its discretion, agree to additions and deletions to these terms that do not alter the requirements of the RFR, or the selected grantee's proposal, or the terms of the documents that have precedence over the selected grantee's proposal.

1. Elements of Contract; Integration

The Contract between EOHHS and the grantee consists of the following documents, listed in order of precedence:

- a. The Massachusetts Standard Contract Form;
- b. The Commonwealth Terms and Conditions;
- c. The contractual terms negotiated between EOHHS and the selected grantee;
- d. EOHHS's Request for Responses for EOHHS Enrollment, Outreach and Access to Care Grants, dated November 13, 2008, as it may be amended; and
- e. The grantee's response to the RFR ("Proposal"), exclusive of any terms that are inconsistent with, or purport to modify or supersede, the Massachusetts Standard Contract Form, the Commonwealth Terms and Conditions, or the mandatory terms of the RFR.

The documents listed above, including attachments and exhibits, constitute the entire agreement of the parties with respect to the subject matter of the RFR, and supersede all prior written or verbal negotiations and statements. This document shall not be modified by any subsequent written or verbal communications other than in accordance with **Section 14, Amendments**.

2. Contract Term

Contracts resulting from this RFR shall be for approximately 32 months (ending September 30, 2011), but may be extended at the discretion of EOHHS in any increment through September 30, 2013. The Contract's continuation beyond the first Contract year as well as any extensions are subject to future legislative appropriations, continued legislative authorization and to EOHHS's determination of satisfactory Contractor performance.

3. Use and Disclosure of Data

The Contractor and its employees and subcontractors shall not use or disclose protected health information or other personal data (which terms include any data derived or extracted therefrom) before or after the termination or expiration of this Contract, except as required for the performance of this Contract and then only in accordance with RFR **Section 6.11** and the Business Associate Agreement.

4. Publications Regarding or Derived From This Contract

In the performance of this Contract, the Contractor may develop material suitable for publication under copyright as reports, manuals, pamphlets or other forms. To the extent such material is deliverable to EOHHS in the performance of this Contract, such material shall be deemed Work Product made for hire, and the Commonwealth shall exclusively own the copyright in such material. Other material derived from the Contractor's performance of this Contract shall not be published or offered for publication through any medium of communication, including press release, without the prior approval of EOHHS.

If the Contractor publishes a work dealing with its performance under this Contract, or the results and accomplishments attained in such performance, the Commonwealth shall have a non-exclusive, irrevocable, royalty-free license to reproduce, publish or otherwise use and authorize others to use the publication.

The Contractor shall not disseminate, reproduce, display or publish any report, information, data or other materials or documents produced in whole or in part pursuant to this Contract without the prior consent of EOHHS, nor shall any such report, information, data or other materials or documents be the subject of an application for copyright by or on behalf of the Contractor without the prior written consent of EOHHS.

5. Contract Expansion; EOHHS's Option to Modify Scope of Work

If additional funds become available during the Contract duration period, EOHHS reserves the right to increase the maximum obligation to some or all of the Contracts executed as a result of this RFR or to execute contracts with organizations not funded in the initial selection process, subject to available funding, satisfactory Contract performance, and service or commodity need.

EOHHS shall have the option at its sole discretion to modify, increase, reduce or terminate any activity related to this Contract whenever, in the judgment of EOHHS, the goals of the project have been modified or altered in a way that necessitates such changes. In particular, EOHHS reserves the right to modify Contract requirements to conform more closely to the specifications of any future health care reform-related grants for which the Legislature appropriates funds. EOHHS will provide written notice of such action to the Contractor, and the parties will negotiate the effect of such changes in scope on the schedule and payment terms.

6. Notification of Administrative Change

The Contractor shall notify EOHHS in writing no later than 30 days prior to any change affecting its organization, or its performance of its responsibilities under this Contract, but if a change in business structure is voluntary, the Contractor shall provide a minimum of three months' notice to EOHHS. (See also **Section 15, Assignment**.)

7. No Third-Party Enforcement

This Contract shall be enforceable only by the parties, or officers or agencies of the Commonwealth authorized to act on behalf of EOHHS or its successors. Nothing in this Contract shall be deemed to confer benefits or rights to any other parties.

8. Effect of Invalidity of Clauses

If any clause or provision of this Contract is in conflict with any state or federal law or regulation, that clause or provision shall be null and void and any such invalidity shall not affect the validity of the remainder of this Contract.

9. Authorizations

This Contract is subject to all necessary federal and state approvals, including but not limited to the Centers for Medicare and Medicaid Services (CMS), the Massachusetts Office of the Comptroller and, where applicable, the State Legislature and the Massachusetts Office of the Attorney General.

10. Notices

Notices to the parties as to any matter hereunder will be sufficient if given in writing and sent by certified mail (return receipt requested), postage prepaid, or delivered in hand or by an overnight delivery service with acknowledgment of receipt:

To EOHHS:

Martine Gomes
Contract Manager
EOHHS, Office of Medicaid
One Ashburton Place, 11th floor
Boston, MA 02108

To the Contractor:

Title:

With a copy to:

EOHHS General Counsel
1 Ashburton Place, 11th floor
Boston, MA 02108

With a copy to:**11. Equal Employment Opportunity**

All contracts entered into by the Contractor shall contain a provision requiring compliance with federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60.

12. Prohibited Activities and Conflict of Interest

The Contractor represents that no person who is an owner, employee, consultant, or subcontractor of the Contractor, has been debarred by any federal agency, excluded from participation in a program under Titles XVIII, XIX, or XXI of the Social Security Act, or subjected to a civil money penalty under the Social Security Act.

During the term of this Contract, the Contractor shall not have any interest that conflicts with the performance of services under the Contract for the duration of the Contract, it being understood that the sale of similar goods or services to other customers does not of itself constitute such a conflict.

13. Compliance with Laws

The Contractor shall comply with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority relating to its property or its operations under the terms of this Contract.

14. Amendments

No amendment to this Contract shall be effective unless it is signed by authorized representatives of the Contractor and EOHHS. All amendments are subject to appropriation, applicable law and regulations, and mutual agreement. The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein.

15. Assignment

The Contractor shall not assign or transfer any right, interest, or obligation under this Contract to any successor entity or other entity without the prior written consent of EOHHS.

16. Independent Contractor

The Contractor, its employees, and any other of its agents in the performance of this Contract, shall act in an independent capacity and not as officers or employees of EOHHS or the Commonwealth of Massachusetts.

17. Counterparts

This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

18. Section Headings

The headings of the sections of this Contract are for convenience only and will not affect the construction hereof.

19. Waiver

The acceptance of, or payment for, services rendered by the Contractor shall not be construed to waive any requirements of this Contract, or any of EOHHS's remedies for failure to fulfill such requirements.



YOU can
take
action for your
health

a message from MassHealth
be MassHealthy!

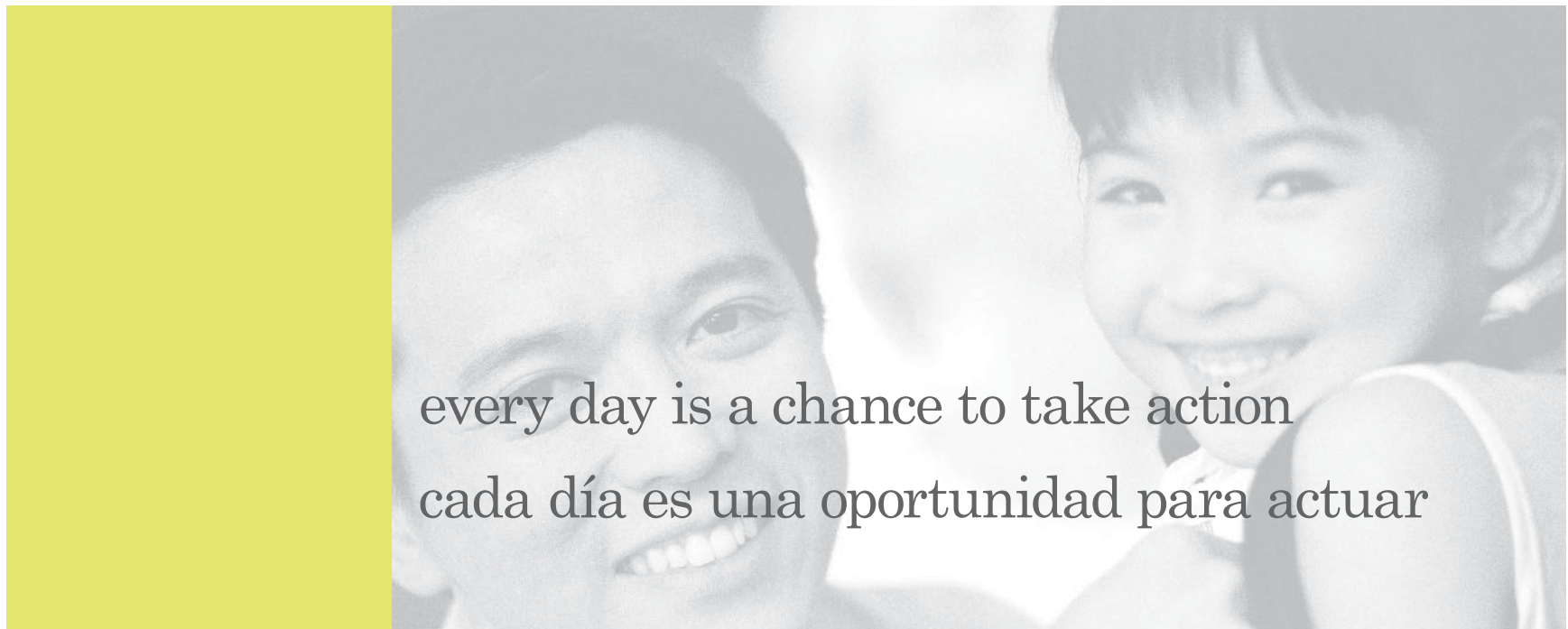
un mensaje de MassHealth
usted puede tomar acción en
beneficio de su salud

look for health every day

haga algo por su salud
todos los días

- ♥ Pat yourself on the back every time you do something for your health.
- ♥ Be active and keep moving—take a walk; use the stairs.
- ♥ Eat lots of fruits and vegetables.
- ♥ Cut back on sweets, soda, and fats.
- ♥ Lose weight (if you are overweight).
- ♥ Quit smoking (if you smoke). Quitting can be very hard, so keep trying.

- ♥ Felicítese cada vez que haga algo para su salud.
- ♥ Esté activo y en movimiento—camine; use las escaleras.
- ♥ Coma muchas frutas y verduras.
- ♥ Reduzca los dulces, los refrescos y las grasas.
- ♥ Baje de peso (si tiene sobrepeso).
- ♥ Deje de fumar (si fuma). Dejar de fumar puede ser muy difícil, así que siga intentándolo.



get checked

hágase chequear

- ◆ Get a checkup by your primary-care doctor or nurse.
- ◆ Get checked for colon cancer starting at age 50, or at age 40 if colon cancer runs in your family.
- ◆ Get a blood sugar (glucose) test to check for diabetes starting at age 45, or earlier.
- ◆ Get your teeth cleaned at least once a year.
- ◆ Hágase un examen físico con su proveedor de atención médica.
- ◆ Hágase chequear para el cáncer del colon comenzando a los 50 años, o a los 40 años si hay antecedentes de cáncer de colon en su familia.
- ◆ Hágase un análisis del azúcar (glucosa) en la sangre para detectar la diabetes comenzando a los 45 años o antes.
- ◆ Hágase una limpieza dental al menos una vez al año.



just
for
you

sólo para usted

For women only:

- ★ Get a Pap smear (to check for cervical cancer), starting no later than age 21. Ask your provider when to start and how often.
- ★ Get a mammogram (to check for breast cancer), starting at age 40. Ask your provider how often.
- ★ Let your provider know if you had diabetes during pregnancy.

For men only:

- ★ Get a prostate-cancer screening, starting at age 50, or earlier if recommended.

.....

Sólo para mujeres:

- ★ Hágase un Papanicolaou (para detectar el cáncer del cuello uterino), comenzando no más tarde de los 21 años. Pregunte a su proveedor de atención médica cuándo comenzar y con qué frecuencia debe hacerlo.
- ★ Hágase un mamograma (para

detectar el cáncer del seno), comenzando a los 40 años. Pregunte a su proveedor de atención médica con qué frecuencia debe hacerlo.

- ★ Infórmele a su proveedor de atención médica si tuvo diabetes durante el embarazo.

Sólo para hombres:

- ★ Hágase una evaluación de cáncer de próstata, comenzando a los 50 años, o antes si es recomendado.



feel better, live longer
siéntase mejor, viva más

team^{up} with your health care provider

trabaje en equipo con su
proveedor de atención médica

- ♥ What you talk about with your health care provider is private.
- ♥ Talk to your health care provider about:
 - ✓ how you are feeling
 - ✓ your risks for cancer, diabetes, heart disease, and stroke
 - ✓ your sexual health, family planning, and infections spread through sex
 - ✓ your medicines and other things you are taking

- ♥ Follow your health care provider's directions for taking medicines.

-
- ♥ Lo que usted hable con su proveedor de atención médica es privado.

- ♥ Hable con su proveedor de atención médica sobre:
 - ✓ cómo se está sintiendo
 - ✓ sus riesgos para cáncer, diabetes, enfermedad del corazón y derrame

- ✓ su salud sexual, planificación familiar e infecciones transmitidas sexualmente
- ✓ sus medicamentos y cualquier otra cosa que esté tomando

♥ Tome sus medicamentos según las indicaciones de su proveedor de atención médica.



know your health risks and take action
conozca sus riesgos de salud y actúe

make
a to-do
list

haga una lista de
actividades a realizar

★ Things I can do to be healthy:

★ Las cosas que puedo hacer para
estar saludable:

for information, call

MassHealth Customer Service

1.800.841.2900 (TTY: 1.800.497.4648 for people with partial or total hearing loss)
www.mass.gov/masshealth/wellness

Para obtener información llame al

Centro de servicios al cliente de MassHealth

1.800.841.2900 (TTY: 1.800.497.4648 para personas con sordera parcial o total)
www.mass.gov/masshealth/wellness

resources/recursos

Massachusetts Health Promotion Clearinghouse

1.800.952.6637
(TTY: 617.536.5872)
www.maclclearinghouse.com

Massachusetts Smokers' Helpline Línea de ayuda para dejar de fumar

1.800.879.8678
1.800.833.5256 (español)
(TTY: 1.800.833.1477)
www.trytostop.org

American Diabetes Association

1.800.342.2383
www.diabetes.org

Massachusetts Alliance on Teen Pregnancy

617.482.9122
www.massteenpregnancy.org

American Heart Association

1.800.242.8721
www.americanheart.org

American Stroke Association

1.888.478.7653
www.strokeassociation.org

American Cancer Society

1.800.227.2345
(TTY: 1.866.228.4327)
www.cancer.org



MassHealth Customer Service
1-800-841-2900
(TTY: 1-800-497-4648 for people with
partial or total hearing loss)
www.mass.gov/masshealth/wellness

Well-1 (06/07)

A MESSAGE FROM MASSHEALTH



Take care— get a checkup!

Schedule your visit today.

Your doctor, nurse, and pharmacist want you to get the information you need to care for your health.....●



Some things you can try:

☐ I will call my doctor's office and make an appointment.

☐ I will bring a friend or family member to help me at my doctor visit.

☐ I will make a list of my health concerns to tell my doctor.

☐ I will bring a list of all my medicines when I visit my doctor.

☐ I will ask the 3 questions.

You're going to the doctor— HOW DO YOU MAKE THE MOST OF YOUR VISIT?

This card is to remind yourself what you need to do and the questions you can ask at your next medical visit.

The next time I visit my doctor, I will ask **3 QUESTIONS.**

Ask Me3™

❶ What is my main problem?

❷ What do I need to do?

❸ Why is it important for me to do this?

MTF — Your Connection to State Health Program Information and Resources

Sample program topics include:

- **Commonwealth Care Updates**
Melissa Boudreault, Health Connector
- **The Virtual Gateway**
Howard Caplan, MassHealth Virtual Gateway
- **Health Safety Net Updates**
Caroline Minkin, Division of Health Care Finance & Policy

"It's extremely worthwhile to send my staff to MTF meetings. They bring back to the organization not only important MassHealth updates and policy changes that help all the financial counselors with eligibility, enrollment and billing, but also great ideas from other MTF participants on methods for working with the uninsured and helping them be more receptive to the application process."

—Barbara Pierson, Patient Financial Consultant, Faulkner Hospital

Contact MTF today and learn more about state health related programs.

MTF was established in November 2003 by MassHealth (Massachusetts Medicaid), in partnership with the Office of Community Programs at the University of Massachusetts Medical School, to provide timely communication about in state health care programs.

Massachusetts Health Care Training Forum staff can be contacted by calling 508-856-4306 or by sending an e-mail to mtf@umassmed.edu.

Massachusetts Health Care Training Forum
Office of Community Programs
UMass Medical School
333 South Street
Shrewsbury, MA 01545



Learn more about state health related programs through MTF.

Massachusetts Health Care Training Forum

Office of Community Programs
UMass Medical School
333 South Street
Shrewsbury, MA 01545
Tel. 508-856-4306
mtf@umassmed.edu

<http://mahealthcaretrainingforum.ehs.state.ma.us>



MTF is sponsored by the Office of Medicaid (MassHealth) in partnership with the Office of Community Programs, a division of Commonwealth Medicine, University of Massachusetts Medical School.



Massachusetts Health Care Training Forum

Your Connection to State Health Program Information and Resources

MTF is sponsored by the Office of Medicaid (MassHealth) in partnership with the Office of Community Programs, a division of Commonwealth Medicine, University of Massachusetts Medical School.

What is MTF?

MTF is a direct source of current information on MassHealth, the Health Connector, and other state health related programs featuring:

Quarterly meetings brought to you across the state featuring the latest information to help you stay current on:

- Program and policy changes
- Member enrollment and eligibility
- Billing and claims policies and procedures
- New technology, such as the Virtual Gateway and NewMMIS

Regular e-mail updates on current program and policy information, training opportunities, and other relevant information and resources.

Online information from the MTF web site, <http://mahealthcaretrainingforum.ehs.state.ma.us>, featuring online registration for MTF meetings, meeting handouts, FAQs, and links to other resources.

Who participates in MTF?

MTF meetings are attended by staff of community and provider organizations committed to assisting individuals in need of publicly funded health care such as:

- Eligibility, enrollment, and outreach staff
- Community agency employees
- Hospital and CHC billing/claims personnel
- Financial counselors
- Health care advocates

How can you and your organization benefit from MTF meetings and updates?

MTF meetings and updates provide:

- Continuing education on emerging topics that will help your staff stay current amid fast-changing health care policies and regulations.
- Timely access to training materials giving your staff information useful to them and their coworkers.
- Roundtable discussions with state agency personnel providing a unique opportunity to ask case specific questions.
- Networking opportunities with colleagues from other organizations allowing you to share information and ideas.
- Regular e-mail updates featuring key information and resources about the latest developments in state funded health care.

"I consider the forum an incredible resource that enables me to receive continuing education in a very compact timeframe. Because of the information, training and networking I received through MTF, I am a more competent and confident worker."

—*Felicia Levister, Health Benefits Coordinator, Lowell Community Health Center*

Where and when are MTF meetings held?

Meetings are held in Holyoke, Taunton, Tewksbury, Boston, and Shrewsbury, in **January, April, July, and October**, from **9am-1pm**, including complimentary lunch during roundtable discussions.



The few hours invested in attending an MTF meeting will result in improved work capacity. Time will be saved when staff are able to stay current on timely information to ensure that individuals receive the services they qualify for.

Attending MTF meeting will save your organization valuable time and increase accuracy of claims, health insurance applications (MBRs) and other important enrollment-required documentation.

How can I sign up?

If you work with individuals that need state health insurance assistance, and you seek the resources and tools to assist these individuals, sign up for MTF.

To receive our meeting notices and e-mail updates, you may sign up in one of the following ways:

- Visit: <http://mahealthcaretrainingforum.ehs.state.ma.us> and click on "Sign Up"
- E-mail us at mtf@umassmed.edu
- Telephone MTF staff at **508-856-4306**

To register for an MTF meeting, go to <http://mahealthcaretrainingforum.ehs.state.ma.us> and click on "Meeting Registration."





July 2011 Meeting Agenda

9:00AM – 9:05AM **Welcome**

9:05AM – 9:35AM **MassHealth Updates** – *Presented by MassHealth Member Education Unit*
The MassHealth Updates will include policy updates, electronic document management developments, budget news, workflow operations and more.

9:35AM – 10:15AM **Department of Transitional Assistance** – *Presented by DTA Training Unit*
An overview of DTA programs for individuals and families in need of food assistance, job assistance, and cash assistance. Frequently asked questions between navigation between MassHealth and DTA programs will also be covered.

10:15AM – 10:35AM **Break**

10:35AM – 10:55AM **Health Care For All Updates** – *Presented by Health Care For All*
Health Care For All will present the latest updates on health policy, including news on implementing health reform in Massachusetts, the state health budget, and health care cost and quality developments.

10:55AM – 11:25AM **MassHealth Provider Billing and Services Updates and Upcoming Initiatives** – *Presented by MassHealth Provider Services*
Important MassHealth Provider Billing and Services updates and brief discussion outlining upcoming MassHealth initiatives i.e. 5010, paper claims reduction, ACA, HER etc.

11:25AM – 12:25PM **Lunch and Roundtable Discussions**

- MassHealth Member Education and Policy
- Department of Transitional Assistance
- Health Care For All
- MassHealth Billing and Provider Services
- Division of Health Care Finance and Policy – Health Safety Net

Massachusetts Health Care Training Forum is a program of the Office of Medicaid (MassHealth) & the Office of Community Programs, a division of Commonwealth Medicine, University of Massachusetts Medical School.

Visit our Website at: <http://mahealthcaretrainingforum.ehs.state.ma.us>

MTF July 2011 Meeting Evaluation

Completing this evaluation form will enter you into the raffle to WIN a \$25...

There will be one raffle winner per meeting cycle.

Please take a few minutes to answer the following questions. Your responses are appreciated and will help us to improve the Massachusetts Health Care Training Forum (MTF).

1. If you would like to qualify for raffle entry, please provide the following information:

First Name	<input type="text"/>
Last Name	<input type="text"/>
Organization	<input type="text"/>
E-mail (E-mail address used for your MTF registration)	<input type="text"/>

* 2. Which meeting did you attend? (Required Response)

- ☐ Southeast (Taunton)
- ☐ West (Holyoke)
- ☐ North (Tewksbury)
- ☐ Boston
- ☐ Central (Shrewsbury)

3. How useful to your work was the information presented today?

	Very Useful	Somewhat Useful	Not Useful	Not Applicable
MassHealth	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Department of Transitional Assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Health Care For All	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
MassHealth Billing and Provider Services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. What presentation did you find most useful from today's meeting?

- ☐ MassHealth
- ☐ Department of Transitional Assistance
- ☐ Health Care For All
- ☐ MassHealth Billing and Provider Services

MTF July 2011 Meeting Evaluation

5. Which roundtable session(s) did you attend?

- ☐ MassHealth Member Education and Policy
- ☐ Department of Transitional Assistance
- ☐ Health Care For All
- ☐ MassHealth Billing and Provider Services
- ☐ Division of Health Care Finance and Policy - Health Safety Net

6. At the MTF roundtable session(s), were you able to ask questions?

- ☐ Yes
- ☐ No

7. If a response to your question was given, was it helpful?

- ☐ Yes
- ☐ Somewhat
- ☐ No

8. Which best describes your job function?

- ☐ Billing/Claims
- ☐ Case Management
- ☐ Eligibility/Enrollment
- ☐ Health Policy Advocacy
- ☐ Other (please specify)

9. Do you (or your agency) share the MTF meeting materials?

- ☐ Yes
- ☐ No

10. If the MTF meeting materials are shared, how is this done?

- ☐ Informal Information Sharing
- ☐ Structured Training

MTF July 2011 Meeting Evaluation

11. If the MTF meeting materials are shared, approximately how many staff members receive the information?

- ☐ 1-5
- ☐ 6-10
- ☐ 11-20
- ☐ Other

Other (approximate staff size if more than 20)

12. Was this your first MTF Meeting?

- ☐ Yes
- ☐ No

13. If this was your first meeting, how did you hear about MTF?

- ☐ Colleague / Organization / Friend
- ☐ Recipient of Outreach Grant
- ☐ E-mail
- ☐ Website
- ☐ Other

Other (please specify)

14. Do you have any "QUESTIONS" that were not answered during today's meeting? Please add your "comments" under #15.

MTF July 2011 Meeting Evaluation

15. Do you have any "COMMENTS" you would like to provide?

Please add your "questions" under #14.

16. What topics would you like to learn about at future MTF meetings?

	Very Interested	Somewhat Interested	Not too Interested	Not at all Interested
MassHealth - Application and Renewal Process	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
MassHealth - Benefit and Eligibility Changes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
MassHealth - (MMIS) Billing and Claims	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
MassHealth - Outreach and Retaining Members	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Commonwealth Care	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Virtual Gateway	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Health Safety Net	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Long Term Care	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other (please specify)

4th Annual Outreach and Enrollment Summit
Convening Grantees across the Commonwealth

June 16, 2010

Best Western Royal Plaza Hotel and Trade Center ♦ Marlborough, MA

Summit Agenda

9:00–9:30am	Registration, Display Board Presentation Set-up, Networking and Light Breakfast
9:30–9:45am	Welcoming Remarks
9:45–11:45am	Professional Development Workshops I <ol style="list-style-type: none">1. Change: It Happens – Richard Maguire, MA2. Handling Difficult Conversations – Donna Jenson, MA3. Health Literacy – Mary Philbin, EdM4. Living Mindfulness – Zayda Vallejo, M.Litt5. Managing Stress in the Workplace and Your Life – Donna M. White RN, PhD, CS, CADAC6. The Leader and Leadership – Star S. Dargin, PCC, CPCC
Noon–12:45pm	Lunch & Breakout Sessions <ol style="list-style-type: none">1. Assisting Small Businesses/Employers2. Communication Strategies to Improve Retention3. Community Health Worker Professional Development and Certification4. Engaging Youth and Youth Development5. Enrollment/Retention Among Culturally Diverse Newly Immigrated Individuals and Families6. Homeless Population7. Outreach Strategies for School-Aged Children8. Partnering with AmeriCorps to Increase Outreach and Enrollment Capacity9. Partnering with Local Health Groups/Agencies10. Reintegration Program/Ex-Offenders Re-Entry Program (working with probation officers, judges and local lawyers to increase enrollment services)
1:00–3:00pm	Professional Development Workshops II <ol style="list-style-type: none">1. Change: It Happens – Richard Maguire, MA2. Handling Difficult Conversations – Donna Jenson, MA3. Health Literacy – Mary Philbin, EdM4. Living Mindfulness – Zayda Vallejo, M.Litt5. Managing Stress in the Workplace and Your Life – Donna M. White RN, PhD, CS, CADAC6. The Leader and Leadership – Star S. Dargin, PCC, CPCC
3:05–3:15pm	Closing Remarks

EOHHS Enrollment, Outreach and Access to Care Grants Monthly Reporting Form

Contact Information:

Name of Organization:	Date:
Submitted by:	Phone Number:
Month being reported:	Email:

A. Monthly Summary:

1. Number of individuals served

2. Total number of encounters

B. MassHealth*, Commonwealth Care and Commonwealth Choice Enrollment Data

**MassHealth is defined as all MassHealth Programs including the Children's Medical Security Program (CMSP) and Healthy Start*

1. Please specify the number of **individuals** your staff assisted with applying for health insurance via:

	Under 19	19-64	65 and Older Community	65 and Older Long Term Care	Total
Virtual Gateway					
Real Benefits					
Medical Benefits Request Form/Senior Medical Benefits Request Form					
TOTAL					

2. Number of individuals: A. given a referral to the following programs by your staff; B. enrolled:

	Number Referred to Program	Number of Individuals Confirmed Enrollment
Commonwealth Choice		
TRICARE		

QSHIP		
Medical Security Plan		
Fisherman's Partnership		
Insurance Partnership		
TOTAL		

3. Number of individuals newly eligible for Comprehensive Health Benefits

	<i>Under 19</i>	<i>19-64</i>	<i>65 and Older Community</i>	<i>65 and Older Long Term Care</i>	Total
MassHealth					
Commonwealth Care					
Health Safety Net					
Other					
TOTAL					

4. Please specify the number of **individuals** your staff assisted with eligibility annual review.

	<i>Under 19</i>	<i>19-64</i>	<i>65 and Older Community</i>	<i>65 and Older Long Term Care</i>	<i>Total</i>
Paper Eligibility Review Verification Form					
Real Benefits					
Streamline Renewal					
TOTAL					

5. Affordability:

a. Number of individuals deemed eligible but **have chosen not to enroll** in Commonwealth Care:

	<i>ELIGIBLE BUT CHOSE NOT TO ENROLL</i>
Commonwealth Care	

b. Number of individuals with whom your organization reviewed the state's Affordability Schedule (or the Health Connector's "Affordability Tool") to see if they may or may not be Subject to tax penalties for failing to enroll in a health plan.

c. Number of individuals whom the state's Affordability Schedule identified insurance was affordable for them.

d. Number of individuals whom the state's Affordability Schedule identified that insurance was not affordable for them.

6. Number of individuals your staff assisted with referral to a primary care provider.

Primary Care Provider referral

7. Number of individuals your staff assisted with information on minimum creditable coverage.

C. Please provide your perspective on the past month's positive and challenging experiences regarding outreach and enrollment activities.

1. List one unique and effective outreach and/or enrollment strategy this month that we could share with other grantees. Please provide details of an event or activity that was something new you tried or was not part of your regularly scheduled outreach that was effective.

2. List one positive experience encountered with clients during outreach and enrollment efforts this month.

3. List one positive experience encountered with state agency (ies) during outreach and enrollment efforts this month.

4. List one access barrier that was encountered during outreach and enrollment efforts this month and what you did to address it. What resources do you need that would be helpful in this area?

D. Additional Information: Please use this space to document additional comments or information that you would like to provide.



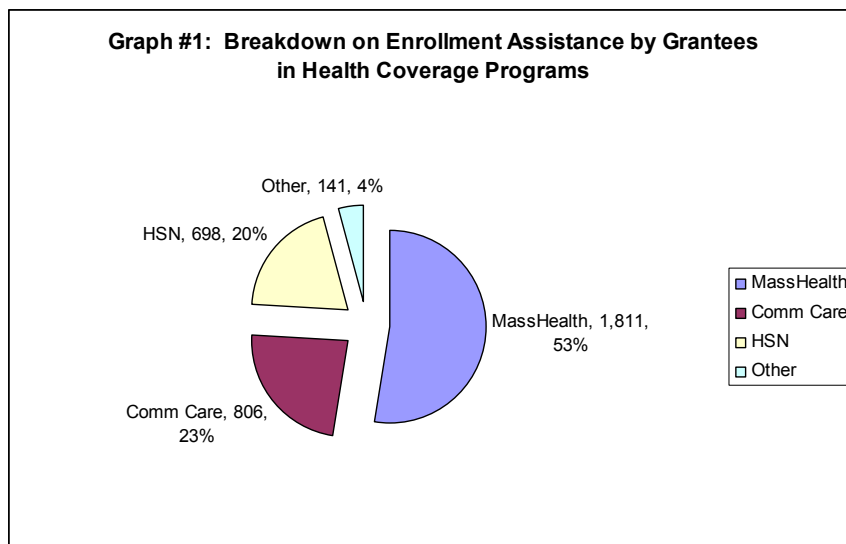
Connecting Consumers with Care/ Outreach and Enrollment Grants
Monthly Reporting: January 2010

Overall Figures

- In January, a total of **8,661 individuals were served** by 23 funded organizations. Grantees also had **13,748** encounters in the past month.

Enrollment Figures

- Of the 8,661 individuals served, a total of **1,588 were assisted with applying** for public health insurance. The Virtual Gateway served as the predominant vehicle by which 1,456 clients were assisted with enrollment, with the remaining applications submitted through RealBenefits and paper applications. A total of 79% of individuals assisted were between the ages of 19-64.
- MassHealth remains the most common program for which individuals qualify, with **1,811 individuals deemed eligible for coverage**. 806 individuals were deemed eligible for Commonwealth Care, 698 for the Health Safety Net, and 141 for other programs, which include Prescription Advantage and Medicare D (see Graph 1). Seventy-five percent of all individuals approved for coverage were between the ages of 19 and 64.



- Grantees assist clients with referrals to numerous other state programs. In January, the program with the most number of referrals was the Medical Security Program, with 524 individuals assisted. Other programs grantees made referrals to include Commonwealth Choice (151 individuals), QSHIP (110 individuals), the Fisherman's Partnership (12 individuals), and the Insurance Partnership (6 individuals).

Maintenance & Retention of Health Coverage

- Assistance completing annual redeterminations is a significant type of service provided by grantees, **with 1,252 individuals assisted in January**, the majority of which were completed via the paper ERV form.
- A total of 29 individuals were deemed eligible for Commonwealth Care, but for whatever reason, did not enroll.
- **A total of 1,235 people were assisted with reviewing the affordability schedule** to determine whether they would be subject to a waiver under the individual mandate.

Ensuring Health Care Access

- A total of **1,208 individuals** were referred to a primary care provider.
- A total of **2,065 individuals** were given information on minimum creditable coverage.

Effective Outreach Strategies & Positive Experiences with Clients

- A number of our grantees are gearing up for tax season, and many are involved in collaborative efforts with the City of Boston's Earned Income Tax Credit (EITC) Campaign, which provides assistance with the tax filing process for low-income residents. The African Community Health Initiative has staff members present at specific campaign sites where they help enroll individuals into health insurance while they wait. The Boston Public Health Commission (BPHC) extended its hours on some evenings and weekends to accommodate its collaboration with all 26 EITC's sites. Site coordinators have been trained to refer uninsured clients to the BPHC Health Line. Finally, Latino Health Institute has been collaborating with the Lowell EITC site.
- Two of our grantees have collaborated with local corrections offices by educating and assisting inmates with enrolling in health insurance. Inmates greatly benefit from these collaborations as they transition back into the community with social services that provide basic needs.
- A new Street Outreach Worker at People Acting in Community Endeavors in New Bedford contacted a number of local day care facilities as part of the organization's outreach efforts. He learned that one of the day care centers was dropping its health insurance for employees because of decreased enrollments in the program and the cost burden it had on the employees. The Outreach Worker then began helping employees complete applications for public health insurance coverage.

Positive Experiences with State Agency or Network Organization

- This month, grantees highlighted different venues which they relied upon for informational updates. The recent round of MassHealth Training Forums was very helpful, particularly in explaining the programmatic and regulatory changes for the Medical Security Program that occurred as of January 1, 2010. Also, another grantee highlighted the Health Access Network's listserv, which continues despite Community Partners shutting down its operations, as providing increased access to other colleagues when seeking help in addressing issues.
- A few of our grantees praised the work of the MassHealth Enrollment Centers (MECs). Representatives from the Springfield and Revere MECs were featured as being very helpful in working with our grantees on complex cases.
- In addition to MassHealth, a number of other state agencies or programs were also highlighted as being extremely responsive to our grantees. The Division of Health Care Finance and Policy's Health Safety Net Helpline, the Medical Security Program, and the Connector were all commended this month.

Challenges and Resources Needed

- A multitude of grantees articulated challenges that they are encountering with the Medical Security Program (MSP). Some clients have still not been connected with an official from the Division of Unemployment Assistance. Another grantee highlighted that the wait times for application processing have increased to four to six weeks, as more applicants are applying for direct coverage through the Access to Care component of the program. Grantees once again noted gaps in their clients' coverage when they go back and forth between MSP and Commonwealth Care. One grantee noted that MSP notices don't clearly state the requirement that clients need to submit proof of termination by Commonwealth Care in order to be approved for MSP. As a result, many clients who might be eligible for MSP because they are not covered under Commonwealth Care delay or suspend their health care because they are under the impression that they do not qualify for either program. It was noted that some clients have even withdrawn from methadone treatments or obtaining psychiatric medications. A

suggestion was that MSP work to identify members who experience an extended unemployment period and automatically re-activate their coverage so as to avoid gaps in services.

- A number of grantees highlighted increasing delays when contacting the Central Processing Unit (CPU). Two grantees mentioned that client documentation they submit has either been lost or suffers inordinately long delays before being entered into the system. One grantee suggested a checkbox on the My Account Page that confirms whether the CPU has received verifications. Another suggestion was that PDF files of documents be allowed to be uploaded directly into the Virtual Gateway, which would save time and address the problems of lost documentation.
- Grantees also mentioned clients who experienced challenges with the MassHealth premium reimbursement program. It is often unclear for clients that the reimbursement check they receive does not apply to the prior month, but rather it is for the upcoming month. In the instances where a family loses their employer-sponsored insurance, they may spend the reimbursement check in the belief that it applies to the past month. If the state requests the money back from the client, it is often not available. Our grantee suggested that the materials accompanying the reimbursement checks include language explaining which month the money applies to and reminders to update the state about any changes in health insurance status, so as to minimize disruptions in coverage.

Monthly Health Access Environment Highlights

Policy/Administration

- The Medical Security Program underwent a number of programmatic and regulatory changes at the beginning of 2010. Members experienced changes to the copay and benefit structure. Furthermore, hospitals and primary care groups were re-organized into tiers based on quality measures and cost effectiveness. Members can receive coverage with the lowest co-pay rates and little to no deductibles by selecting institutions and providers with the highest ratings according to this new structure.
- Governor Patrick released his proposed budget for fiscal year 2011. Notable aspects include a proposed restructuring of MassHealth and Commonwealth Care dental coverage to include only preventive and emergency services, and the exclusion of restorative services. The Governor also proposed increased funding to \$75 million for the AWSS population through the Commonwealth Care Bridge program.

Research/Findings

- The Department of Public Health (DPH) issued *Community Health Workers in Massachusetts: Improving Health Care and Public Health*. This report was mandated by Chapter 58 and resulted from the multi-year work by a Community Health Worker Advisory Council convened by DPH. The report documents the impact that this profession has in helping individuals and families to obtain a myriad of social services, and makes recommendations as to the training of and financing for the field.